Supreme Court U.S.
FILED
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OFFICE OF THE CLERK

No. 01-1806

In the

Supreme Court of the United States

THE PEOPLE OF THE STATE OF ILLINOIS
***ex rel.* JAMES E. RYAN, ATTORNEY GENERAL OF THE STATE OF ILLINOIS,**

Petitioner,

v.

TELEMARKETING ASSOCIATES, INC., RICHARD TROIA and ARMET, INC.,

Respondents.

On Writ of Certiorari to the Supreme Court of Illinois

JOINT APPENDIX

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PETITION FOR CERTIORARI FILED JUNE 5, 2002
CERTIORARI GRANTED NOVEMBER 4, 2002

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The following opinions, judgments, and orders have been omitted in printing this joint appendix because they appear on the pages in the appendix to the Petition for Certiorari indicated:

Opinion of the Illinois Supreme Court, dated November 21, 2001 ..... Pet. App. 1

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LISTING OF RELEVANT DOCKET ENTRIES

People of the State of State of Illinois ex rel. James E. Ryan, Attorney General of the State of Illinois v. Telemarketing Associates, Inc., Richard Troia and Armet, Inc.

Date	Docket Entry
Circuit Court of Cook County, Illinois	
May 30, 1991	Complaint for Injunctive Relief, an Accounting, Appointment of Receiver, and Other Equitable Relief (with exhibits).
July 3, 1991	Answer to Complaint.
February 5, 1993	Defendants' Motion to Dismiss.
June 25, 1996	Amendments to Complaint (with exhibits).
September 6, 1996	Defendants' Motion to Dismiss.
November 4, 1996	Order (granting motion to dismiss as to fraud claims).
December 4, 1996	Plaintiff's Amendments to Complaint (with exhibits).
March 5, 1997	Defendants' Motion to Dismiss Amended Complaint

May 29, 1997	Order (granting motion to dismiss amended complaint as to fraud claims).
June 24, 1997	Plaintiff's Motion to Vacate Order and Reconsider Ruling
July 24, 1997	Order (denying Plaintiff's Motion to Vacate Order and Reconsider Ruling)
December 1, 1997	Agreed Judgment Order (dismissing all remaining claims in the Amended Complaint)
December 24, 1997	Notice of Appeal to the Illinois Appellate Court, First District

Illinois Appellate Court, First District

May 19, 2000	Opinion of the Illinois Appellate Court, First District, affirming the circuit court's order. *People v. Telemarketing Assoc.*, 313 Ill. App. 3d 559, 729 N.E.2d 965 (1st Dist. 2000).

Illinois Supreme Court

June 23, 2000	Plaintiff's Petition for Leave to Appeal to the Illinois Supreme Court
October 4, 2000	Order denying Petition for Leave to Appeal

October 31, 2000	Motion for Leave to File Motion for Reconsideration of the Order Denying Petition for Leave to Appeal
November 14, 2000	Order allowing Petition for Leave to Appeal
November 21, 2000	Opinion of the Illinois Supreme Court affirming the opinion of the Illinois Appellate Court, First District, and the circuit court order. *People v. Telemarketing Assoc.*, 198 Ill. 2d 345, 763 N.E.2d 289 (2001).
December 12, 2001	Petition for Rehearing.
February 4, 2002	Order denying Petition for Rehearing.

[Filed May 30, 1991]

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – CHANCERY DIVISION

THE PEOPLE OF the STATE OF ILLINOIS *ex rel.* ROLAND W. BURRIS, Attorney General of Illinois,	)	
Plaintiff,	)	
vs.	)	91 CH 04926
TELEMARKETING ASSOCIATES, INC., an Illinois Corporation; ARMET, INC., an Illinois Corporation; and RICHARD TROIA, individually and as an Officer, Director and fiduciary of TELEMARKETING ASSOCIATES, INC., and ARMET, INC.,	)	
Defendants.	)	

COMPLAINT FOR INJUNCTIVE RELIEF, AN ACCOUNTING, APPOINTMENT OF RECEIVER, AND OTHER EQUITABLE RELIEF

NOW COMES the Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS *ex rel.* ROLAND W. BURRIS, Attorney General of Illinois, and pursuant to both statutory mandate and the common law complains of Defendants TELEMARKETING ASSOCIATES, INC., ARMET, INC., and RICHARD TROIA, individually and as a director, officer and fiduciary of both TELEMARKETING ASSOCIATES, INC. and ARMET, INC., and states as follows:

1. This cause of action is brought by Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS by its Attorney General, ROLAND W. BURRIS, pursuant to the Illinois Charitable Solicitation Act (Ill. Rev. Stat. 1989, ch. 23, par. 5101 *et seq.*) and the common law authority, power and duty of the Attorney General to protect the public's interest and rights as both donors to charity and as the ultimate beneficiaries of charitable trusts, charitable assets and monies solicited for charitable purposes. The Attorney General brings this matter at the urging of local Vietnow chapters due to their concerns about fundraising practices of Defendants.

2. Defendants TELEMARKETING ASSOCIATES, INC. (hereinafter "TELEMARKETING") is an Illinois business corporation incorporated July 28, 1982, with its principal place of business at 2924 North River Road, River Grove, Cook County, Illinois.

3. One hundred percent (100%) of TELEMARKETING's stock is owned by Defendant RICHARD TROIA (hereinafter "TROIA").

4. At all times relevant hereto, Defendant TROIA is and was the sole Director and President of TELEMARKETING and in that capacity managed and controlled the acts and practices of TELEMARKETING.

5. Defendant ARMET (hereinafter "ARMET") is an Illinois business corporation incorporated on September 28, 1989, with its principal place of business reportedly being at 2924 North River Road, River Grove, Cook County, Illinois.

6. On hundred percent (100%) of ARMET's stock is owned by Defendant TROIA.

7. At all times relevant hereto, TROIA was and is the sole Director and President of ARMET and in that capacity

managed and controlled the acts and practices of ARMET.

8. Vietnow National Headquarters (hereinafter "Vietnow") is an Illinois-based not-for-profit corporation with charitable purposes which was organized on December 31, 1984. Vietnow is associated with an Illinois State Chapter and 26 Vietnow local chapters in Illinois. Vietnow also operates as the national organization for several State organizations. A copy of Vietnow's Articles of Incorporation is attached hereto as Exhibit 'A' and incorporated by reference herein.

9. As a result of its exclusively charitable purposes as alleged herein, Vietnow is a charitable trust under Illinois law, and has registered as such with the Attorney General pursuant to section 6 of the Charitable Trust Act (Ill. Rev. Stat. 1989, ch. 14, par. 56) and section 2 of the Illinois Solicitation Act (Ill. Rev. Stat. 1989, ch. 23, par. 5102), which require respectively that all charitable trusts and all charitable entities which solicit funds in Illinois register with and report its financial operations annually to the Attorney General.

10. Since July 1, 1987 to the present, Defendants TELEMARKETING and TROIA have acted as professional fundraisers and solicited charitable donations from the public for Vietnow's charitable purposes through their own acts and in concert with others in an amount of at least $1.524 million, with Vietnow receiving only $224,000.00 (14.6%) in that period.

11. The aforesaid solicitations by TELEMARKETING were conducted purportedly under two contracts, the first made in 1984 and the second made in 1988, between Vietnow and TELEMARKETING, signed by TROIA, which both provide that TELEMARKETING would receive 85% of the gross receipts it collected from charitable solicitations in Vietnow's name. A copy of both contracts are

attached hereto as Group Exhibit 'B' and incorporated herein by reference.

12. Since August 22, 1989 through the present, the Defendants expanded their Vietnow fundraising efforts outside Illinois. Numerous "brokered fundraising" contracts were entered into between Vietnow, Defendant ARMET by TROIA and various out-of-State third-party professional fundraising persons and entities which, under these contracts, were also to perform fundraising on behalf of Vietnow N.H. in specific States other than Illinois. Such contracts provided that the out-of-State third-party professional fundraisers would raise the funds and receive 70% to 80%, that ARMET would receive 10% to 20% as a finder, and that Vietnow would receive only 10% of the gross receipts collected by the out-of-State third-party fundraisers. Copies of several third-party fundraising contracts between Defendant ARMET, Vietnow and third-party fundraisers are attached hereto as Group Exhibit 'C' and incorporated herein by reference.

13. TROIA negotiated these out-of-State contracts not only for ARMET but also for Vietnow, and in several instances TROIA incorporated new not-for-profit Vietnow local chapters in other States to implement and further the scheme described herein. Thus, TROIA acted as fiduciary for Vietnow, and could not bargain in good faith for Vietnow with himself on behalf of ARMET.

14. Upon information and belief, in several instances out-of-State fundraisers began raising funds before Vietnow had approved or received these contracts, before they were signed by Vietnow and before Vietnow was aware of fundraising activities in a particular State.

15. The Defendants solicited and received at least a total of $1,524,000.00 from the public pursuant to solicitations made on behalf of Vietnow during the period beginning

July 1, 1987 through December 31, 1989 and currently Defendants are collecting at least $50,000.00 per week on behalf of Vietnow, totaling an estimated $2.5 million per year.

16. Of the aforesaid $1,524,000.00 solicited and collected by TELEMARKETING on behalf of Vietnow between July 1, 1987 and December 31, 1989, Vietnow received only $224,000.00 (less than 15 per cent of the total amount solicited) while the Defendants received over $1,300,000.00. The out-of-State fundraising amounts are what Defendants have reported and an accounting is needed to determine if more was collected than reported.

17. Copies of financial information reports sworn to and provided by TROIA and TELEMARKETING for the period beginning July 1, 1987 and ending December 31, 1989 are attached hereto as Group Exhibit 'D' and incorporated herein by reference and establish the aforesaid amounts.

18. Certain proceeds of charitable solicitations for Vietnow by Defendant TELEMARKETING and its agents and third-party contractors were deposited in a bank account designated Vietnow at the 1st Chicago Bank of Oak Park, Oak Park, Cook County, Illinois.

19. The charitable donations collected under the ARMET third-party contracts were in certain instances deposited in accounts out of State. The percentage finder's fee portion payable to ARMET under the contracts was then also deposited into the same Vietnow account at the 1st Chicago Bank of Oak Park used by TELEMARKETING to deposit Vietnow contributions it collects.

20. ARMET had no bank account of its own, but deposited and commingled all of its alleged finder's fees into the same account used by TELEMARKETING for Vietnow contributions. ARMET is simply an alias of Defendants TROIA and TELEMARKETING to attempt to circumvent

reporting disclosure.

21. Section 1(d) of the Illinois Solicitation Act defines a professional fundraiser as follows:

> (d) "Professional fund raiser." Any person who for compensation or other consideration plans, conducts, manages, or carries on any drive or campaign in this State for the purpose of soliciting contributions for or on behalf of any charitable organization or any other person, or who engages in the business of, or holds himself out to persons in this State as independently engaged in the business of soliciting contributions for such purposes. A bona fide officer or employee of a charitable organization shall not be deemed a professional fund raiser unless his salary or other compensation is computed on the basis of funds to be raised, or actually raised.

(Ill. Rev. Stat. 1989, ch. 23, par. 5101(d).)

Section 6 of the same Act requires a "professional fund raiser" to register with the Attorney General and to provide a bond prior to solicitations, as follows:

> Section 6 (a). No person shall act as a professional fund raiser for a charitable organization required to register pursuant to Section 2 of this Act, or for any religious organization as described in Section 3 (a) of this Act before he has registered with the Attorney General or after the expiration or cancellation of such registration or any renewal thereof. Applications for registration and re-registration shall be in writing, under oath, in the form prescribed by the Attorney General. The applicant shall at the time of making application, file with, and have approved by, the Attorney General a bond in which the applicant shall be the principal obligor, in the sum of $5,000, with one or more corporate sureties licensed to do business in this State whose

> liability in the aggregate will at least equal such sum. The bond shall run to the Attorney General for the use of the State and to any person who may have a cause of action against the obligor of the bond for any malfeasance or misfeasance in the conduct of such solicitation; provided, that the aggregate limit of liability of the surety to the State and to all such persons shall, in no event, exceed the sum of such bond.

(Ill. Rev. Stat. 1989, ch. 23, par. 5106.)

22. TROIA for several years has registered TELEMARKETING as a professional fundraiser under the Illinois Solicitation Act and has filed reports.

23. Defendant TROIA, under the name ARMET and TELEMARKETING, contracted with third-party fundraisers to act as professional fundraisers for Vietnow. ARMET, under the contracts, receives up to 20% of the funds collected by out-of-State fundraisers as its fee. TELEMARKETING has contracted with at least 20 third party professional fundraisers, who are located in Illinois, solicit within Illinois and are receiving 50 to 70 percent of what they raise as a fee, but are not registered as professional fundraisers. Consequently, the Defendants have violated the Solicitation Act by using unregistered professional fundraisers.

24. ARMET's services for which fees were ostensibly earned were described to the Plaintiff by TROIA to be his activities for ARMET finding and contracting with the out-of-State fundraisers, establishing and registering Vietnow chapters in other States and conducting, coordinating and planning the out-of-State fundraising from ARMET'S base in Illinois; thus, ARMET and TROIA are professional fundraiser under the Illinois Solicitation Act.

25. Notwithstanding the foregoing, Defendant TROIA failed to register ARMET with the Attorney General as a

professional fundraiser and failed to inform the Attorney General of its existence until the Attorney General issued an administrative subpoena for certain books and records of Defendants TROIA and TELEMARKETING.

26. ARMET, although required to register, has never registered as a professional fundraiser, has not submitted a bond nor reported its operations to date.

27. Defendant TROIA knew of the need to register ARMET and the various other professional fundraisers he hired to raise funds for Vietnow, but he failed to register ARMET or to insure the others registered.

28. The Defendants employed and caused the other professional fundraisers and solicitors to solicit on behalf of Vietnow while not being registered with the Attorney General, agreeing to pay them 45% to 70% of the amount raised. A list of such persons and entities who were engaged in soliciting on behalf of Vietnow in Illinois is attached hereto as Exhibit 'E.' Those operating out-of-State are found on the contracts attached as Group Exhibit 'C'.

29. Defendants by their agents and third-party contractors made telephone solicitations on behalf of Vietnow representing to members of the public that the funds donated would go to further Vietnow's charitable purposes.

30. Upon making and completing telephone solicitations, Defendants through their agents would give solicitation materials to each donor who had made a charitable pledge. Said materials also represented to the donor that the donor's contributions would be used to help and assist Vietnow's charitable purposes. A copy of one example of materials used is attached hereto as Exhibit 'F'.

31. As a result of the foregoing activities the Defendants charged Vietnow professional fundraiser fees of

$1,300,000.00 out of the $1,524,000.00 raised during the period July 1, 1987 through December 31, 1989. According to Defendants' verified reports, of the $1,300,000.00 in professional fundraiser fees at least $984,000.00 was salaries and commissions to TROIA and the other natural-person fundraisers of Defendants.

32. Although fundraising does have genuine expenses and costs, the amounts charged for fees, salaries and commissions here by Defendants were excessive in amount and constituted an unreasonable use and waste of charitable assets.

33. By taking possession and control of said charitable funds upon the Defendants' representation to the public that the funds would be used for charitable purposes, the Defendants had a fiduciary duty to fairly and reasonably deliver said funds for Vietnow's purposes, but in charging the fee amounts they charged they breached their duty and defrauded the donating public.

34. By the foregoing acts and practices, the Defendants have engaged in a course and scheme of conduct whereby representations were made that a significant amount of each dollar donated would be paid over to Vietnow for its purposes while in fact the Defendants knew that under the contracts 15 cents or less of each dollar would be available to Vietnow for its purposes.

35. The Defendants by the foregoing acts and practices established a pattern of conduct where in fact the amount of funds being paid over to charity was merely incidental to the fund raising effort and, as a result, the representations made to donors were knowingly deceptive and materially false, constituted a fraud and were made for the private pecuniary benefit of Defendants and their agents.

36. Illinois law imposes common law fiduciary duties and responsibilities upon those collecting and holding money

for charity, including duties of loyalty and fair dealing and a duty to use the funds properly.

37. In the aforesaid fundraising campaign on behalf of Vietnow, the Defendants did not advise the donors that the campaign was being conducted pursuant to private for-profit contracts whereunder a negligible amount, or only 15%, of all funds raised would be given to Vietnow and used for its charitable purpose.

38. The totality of the foregoing, including the numerous solicitations, the similar results over several years of solicitations, the consistently high level of retention of private compensation by the Defendants and their agents, the consistently low level of overall charitable use of large amounts of donations, and the Defendants' failure to inform the donating public of the known minimal percentage of funds donated being made available for charitable use, establishes that a willful knowing fraud was perpetrated upon the public by Defendants.

39. The Defendants by their acts as alleged herein have breached their fiduciary duty and are unfit to solicit and receive charitable assets and should be barred from positions as fiduciaries of charitable assets.

40. Vietnow National, by agreement under its umbrella relationship, is to pay a percentage of its collected donated funds to the Illinois Vietnow State organization, Vietnow Illinois local chapters and other States' Vietnow organizations. These other Vietnow organizations have agreed to coordinate their fundraising with Vietnow National for their mutual benefit and to aid their mutual charitable causes.

41. The State and local Vietnow entities have entrusted to Vietnow National the stewardship of their joint fundraising, which fundraising has been done by the aforesaid activities of Defendants.

42. The Defendants, by their conduct of taking and paying excessive compensation and wasting Vietnow donations, have caused Vietnow's resources to be substantially diminished and has in turn resulted in less being available and paid to numerous local chapters in Illinois and the Illinois State chapter itself. The excessive and wrongful taking of donations by the Defendants has harmed Vietnow National, its affiliates' cause and the public as a whole.

43. The monies and fees paid to unregistered professional fundraisers and solicitors as alleged herein were payments not made in conformity with law and are self-dealing payments not permitted as an expense in equity.

44. Defendants are currently continuing to conduct the aforesaid solicitation campaigns, and Defendants and their agents are currently collecting $50,000.00 per week form the public on behalf of Vietnow of which Vietnow's share is less than 15%.

45. In addition to the fundraising they were doing on behalf of Vietnow N.H. as alleged herein, Defendants TELEMARKETING and TROIA also acted as professional fundraisers for and engaged in charitable solicitations or behalf of numerous other Illinois entities, including many that were never registered with the Plaintiff under the Illinois Solicitation Act, during the period between July 1, 1987 and December 31, 1989 and through the present, and have received millions of dollars' worth of contributions therefrom and retained much of that amount as fundraiser fees and expenses.

46. As a result of the ongoing conduct of the Defendants alleged herein, immediate and irreparable injury has occurred and is continuing to occur to the reputation of charity and the interests of the PEOPLE OF THE STATE OF ILLINOIS, for which there is no adequate remedy at

law.

47. Malice is the gist of this action.

WHEREFORE, the Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS *ex rel.* ROLAND W. BURRIS, Attorney General of Illinois, prays that this Honorable Court enter an Order:

A. Finding and adjudging that the Defendants have breached their fiduciary duty to the PEOPLE OF THE STATE OF ILLINOIS and charity;

B. Directing Defendants TELEMARKETING ASSOCIATES, INC., ARMET, INC., and RICHARD TROIA to make a strict accounting of the assets, receipts and disbursements of the funds and assets collected on behalf of Vietnow for the period since July 1, 1987;

C. Surcharging the Defendants for such assets as the Court finds to have been misspent or misused, as well as for all assets for which the Defendants are unable to strictly account;

D. Surcharging the Defendants, in addition, for all proceeds, fees, and salaries paid to persons and entities who were required to have been disclosed to the Attorney General and registered with him as professional fundraisers and/or professional solicitors prior to solicitation pursuant to the Illinois Solicitation Act but were not;

E. Finding and adjudging that Defendant TROIA's failure to register ARMET as a professional fundraiser was an intentional violation of the Illinois Solicitation Act;

F. Preliminarily and permanently enjoining TELEMARKETING ASSOCIATES, INC., ARMET, INC., and RICHARD TROIA, and any person acting on their behalf or in concert or participation with

them, from soliciting or holding funds for charitable purposes within the State of Illinois;

G. Directing TELEMARKETING ASSOCIATES, INC., ARMET, INC., and RICHARD TROIA to pay the costs incurred in the investigation and prosecution of this cause; and

H. Granting such other relief as this Court deems just under the circumstances of this cause.

THE PEOPLE OF THE STATE OF ILLINOIS *ex rel.* ROLLAND W. BURRIS, Attorney General of Illinois

/s/ Floyd D. Perkins
By: FLOYD D. PERKINS

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MATTHEW D. SHAPIRO
Assistant Attorneys General
Charitable Trusts and
Solicitations Division
100 W. Randolph St., 12th Fl.
Chicago, Illinois 60601
Telephone (312) 814-2595

File Number 5369-550-7

STATE OF ILLINOIS

OFFICE OF
SECRETARY OF STATE

Whereas, ARTICLES OF INCORPORATION OF VIETNOW, NATIONAL HEADQUARTERS INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE JANUARY 1, A.D. 1944.

Now Therefore, I, Jim Edgar, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. at the City of Springfield, this 31st day of DECEMBER AD. 1984 and of the Independence of the United States the two hundred and 9TH

Jim Edgar
Secretary of State

SEAL

ARTICLES OF INCORPORATION

Requirements-Present 2 originally signed and fully executed copies in exact duplicate
For Inserts – Use White Paper – Size 8 ½ x 11
(Do Not Write in This Space)

Date paid 12-31-84

Filing Fee $50.00

Clerk
TO: JIM EDGAR, Secretary of State

We, the Incorporators being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

Article 1. The name of the corporation is: VIETNOW, National Headquarters

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent Oliver W. Nelson (Attorney)
First Name Middle Name Last Name

Registered Office 724 Broadway Street (Do Not Use P.O. Box)
Rockford IL 61108 Winnebago
City Zip Code County

Article 3. The duration of the corporation is ☒ perpetual OR ___ years.

Article 4. The first Board of Directors shall be Seven in number, their names and addresses being as follows:
(Not less than three)

Address
Director's Names Number Street City State

Bruce Scott 207 Ridgeview Ave. Rockford, Ill. 61107

Gary S. Willard 967 Nottingham Lane Crystal Lake, Ill. 60014

Ron Coselman 1356 S. Broadway Montgomery, Ill. 60538

* Plus the four names on the back [OMITTED]

Article 5. The purposes for which the corporation is organized are:

a. to be an organization of War veterans;

b. to act as a central focus point for all VIETNOW chapters, keeping the lines of communications open to all chapters and overseeing the general operation of the organization;

c. to help increase community awareness of the problems and readjustments encountered by the Vietnam veteran and his family;

d. to help or assist in the helping of solving the unique physical, social and psychological problems of the Vietnam veteran; also to establish programs within the community concerning substance abuse, family services, and employment;

e. to demonstrate to our community that Vietnam veterans are a vital resource;

(continued on attached page)

Article 6. Other provisions (Please use separate page):

f. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) or 501 (c) (19) of the Internal Revenue code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) or 170 (c) (3) of the Internal Revenue code of 1954 (or the corresponding provision of any future United States Internal Revenue Law);

g. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) or as shall qualify as an exempt organization or organizations under Section 501 (c) (19) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of the county in which the principal office of the

corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

We the incorporators declare that we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of our knowledge and belief, true, correct and complete. Executed this _ 27th day of December, 1984.

(Signatures must be in ink. Carbon copy, Xerox or rubber stamp signatures are not acceptable.)

Signatures and Names (Not less than three)	Post Office Address
1. /s/ Signature Lamont C. Gaston Name (please print)	1. RR #3 Lake LaDonna Street Oregon, Ill. 61061 City/Town State Zip
2. /s/ Signature Michael J. White Name (please print)	2. 5438 Dale Ave. Street Loves Park, Ill. 61111 City/Town State Zip
3. /s/ Signature Daniel W. Jensen Name (please print)	3. 3487 Shelburne Dr. Street Rockford, Ill. 61109 City/Town State Zip
4. /s/ Signature Patrick T. Derry Name (please print)	4. 6343 Bryce Lane Street Cherry Valley Ill. 61016 City/Town State Zip
5. _____ Signature _____ Name (please print)	5. _____ Street. _____ City/Town State

Zip

The registered agent cannot be the corporation itself.

The registered agent may be an individual, resident in this State, of a domestic or foreign corporation, authorized to act as a registered agent.

The registered office may be, but need not be, the same as its principal office.

File #_____

Form NP-29

ARTICLES OF INCORPORATION

under the

GENERAL NOT FOR PROFIT

CORPORATION ACT

OF

_____

FILED
DEC 31 1984
JIM EDGAR
SECRETARY OF STATE

PAID
JAN 02 1985

SECRETARY OF STATE
CORPORATION DEPARTMENT
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-6961

(These Articles Must Be Executed and Filed in Duplicate)
Filing Fee $50.00

Telemarketing associates, inc.

"the professionals of advertising & fundraising"

AGREEMENT

This Agreement is hereby made this 1st day of August, 1988, by and between Telemarketing Associates, Inc. (hereafter referred to as THE PUBLISHER), and VietNow, National Headquarters, (hereinafter referred to as THE SPONSOR). This Agreement shall run for five (5) consecutive years, beginning as of the 1st day of August, 1988 and ending on the 30th day of July, 1993.

In consideration of the mutual covenants contained herein it is now therefore agreed that THE SPONSOR employs the services of THE PUBLISHER to conduct advertising by marketing advertising space and to publish THE SPONSOR'S publication (hereinafter, the "Marketing Program") and to conduct such other related activities pertaining to increasing public awareness and financial support for the organization, with the following agreements, requirements, limitations and statements of responsibility.

THE PUBLISHER agrees:

(a) To supply all marketing personnel, and pay all relative expense such as salaries and commissions.

(b) To annually produce, publish, edit and pay all costs for an advertising magazine (the "Ad Book"), including publication of a table of contents, index of advertisers and sequentially numbered pages, the intent being to supply a publication to increase the community awareness of THE SPONSOR and a forum of advertising to the business communities.

At least 2,200 copies of the Ad Book are to be provided to THE SPONSOR in 1988, and the exact number of copies of the Ad Book is to be provided to THE SPONSOR in 1989, 1990, 1991, 1992 and 1993 is to be mutually agreed upon in the form of written permission by both parties, but it shall never be less than the prior year.

(c) To market magazine listings (booster program) for night sales to residences.

(d) To pay all costs for an office and phones, including the cost of installation, incurred by THE PUBLISHER, in conjunction with the Ad Book.

(e) To conduct an efficient and professional marketing program, promote goodwill on behalf of THE SPONSOR and enhance good public relations through THE PUBLISHER'S sales techniques.

(f) The Marketing Program will be conducted through the state of Illinois, as well as nationally with offices in other states.

(1)

2924 north river road river grove, Illinois
60171
(312) 456-2292

(g) In the delivery of the program service message, THE PUBLISHER agrees to solicit individual donations and advertising for the Ad Book. For accounting purposes, THE PUBLISHER agrees to maintain separate records to clearly and properly allocate income attributable to the solicitation of donations only, and income which is attributable to advertising sales, in accordance with applicable state and federal regulations.

(h) THE PUBLISHER agrees to be solely responsible for any and all expense incurred in the creation of the program activity hereinabove described, and to hold THE SPONSOR harmless therefrom.

(i) THE PUBLISHER agrees that throughout the term of this Agreement that neither nor any affiliate will it will not enter a contract with or otherwise provide advertising or fund raising services to any veterans' organization without the express written permission of THE SPONSOR.

(j) THE PUBLISHER agrees to permit THE SPONSOR'S officers to visit and view its offices and facilities during business hours, upon reasonable notice by THE SPONSOR (which notice may be given by telephone).

(k) THE PUBLISER agrees to promptly provide THE SPONSOR with a copy of any financial reports THE PUBLISHER files with any governmental department or agency relating to THE PUBLISHER'S general activities or to its activities under this Agreement.

THE SPONSOR agrees:

(a) To cooperate and assist THE PUBLISHER in all reasonable and necessary terms. To provide THE PUBLISHER with a letter signed by an officer of THE SPONSOR thanking interested advertisers or donors and providing a program service message.

(b) That THE PUBLISHER has full authority to use the good name of THE SPONSOR during the sales

campaign, with the exception that THE PUBLISHER must secure permission from THE SPONSOR to use the VietNow logo or letterhead.

(c) THE SPONSOR agrees that throughout the term of this Agreement THE SPONSOR will not use the services of any other professional fund raiser to solicit support without written permission from the publisher. It is the express intent to create an exclusive agreement between both parties.

(d) THE SPONSOR acknowledges and agrees that a portion of the consideration it is receiving for entering into this agreement with THE PUBLISHER is the existing L.W. S.R. list which is being provided at no cost to the sponsor. Said list has been developed by THE PUBLISHER over a period of years, and THE SPONSOR hereby agrees that any additions or deletions which may result from this Marketing Program, as well as the R.V. list itself, shall remain sole and exclusive and exclusive property of THE PUBLISHER.

PARTIES AGREE:

(a) THE PUBLISHER shall ask potential donors and advertisers for all payments to be made by check or money order, payable to THE SPONSOR, and shall endeavor to accept payment in that form. However, if the payor insists upon paying in cash, such payment shall be accepted by THE PUBLISHER or THE SPONSOR (whichever receives it) by the recipient concurrently obtaining from the payor a copy of the receipt for such payment, countersigned by the payor. THE PUBLISHER shall promptly deliver all checks, money orders, cash payments and accompanying receipts it receives in the name of or for THE SPONSOR to such person, or have them deposited in such bank account, as may be jointly designated by THE SPONSOR'S president and treasurer from time to time.

(b) THE PUBLISHER shall, as its total compensation for all efforts and costs associated with the Marketing Program, be allocated be allocated 85% of the gross collections from the Marketing Program, and the sponsor shall be allocated 15% of the gross collections. Gross collections received by THE SPONSOR are to be divided on a weekly basis, and THE PUBLISHER paid its share of collections by THE SPONSOR on that same basis. For this purpose, THE SPONSOR will be deemed to have received collections when such fund become available in its bank account, provided that THE SPONSOR has promptly deposited all checks and money orders it has received. THE PUBLISHER and THE SPONSOR agree THE SPONSOR needs more frequent and more detailed reports of the progress of the marketing program. THE PUBLISHER therefore agrees to provide The SPONSOR with information concerning the amount and geographic source of pledges, orders, collections, expenses and the balance due THE PUBLISHER therefore agrees to provide THE SPONSOR with information concerning the amount

and geographic source of pledges, orders, collections, expenses and the balance due THE PUBLISHER, such information to be provided on a quarterly basis within one month after the end of each calendar quarter. To this end, the parties agree that on or before September 30, 1988, they will determine the exact details of a mutually satisfactory reporting system for such matters, and will each devote their best efforts to that goal.

(c) No later than 60 days prior to the publication date for the Ad Book, THE PUBLISHER shall submit a final proof of the Ad Book to THE SPONSOR for approval. THE SPONSOR shall have 30 days from the date of receipt to either approve or object to the proposed copy, and to submit changes or comments. If no objection or comments are received within such 30 days, THE PUBLISHER shall be entitled to consider the proof approved for final printing.

That for the purpose of this Agreement, both copies of said Agreement, when signed and accepted by both parties shall be construed as a legal and binding contract.

(d) That with regard to the Ad Book, THE PUBLISHER shall leave for THE SPONSOR twelve (12) pages whereby THE SPONSOR might supply copy of its choosing, provided that it be submitted at least sixty (60) days prior to publication.

(e) THE PUBLISHER assumes no responsibility for and shall not be liable for any inability to conduct the Marketing Program due to labor strikes, labor trouble, flood, fire, accident, acts of God or any other causes beyond its reasonable control.

(f) Before extending the Marketing Program to any state, THE PUBLISHER shall notify THE SPONSOR of its intention to take such action, and shall provide THE SPONSOR with an opinion of legal counsel that it has complied with all legal requirements for making charitable solicitations

and conducting an advertising campaign such as the Marketing Program in such state and local agencies in such state. Provided that THE PUBLISHER has provided THE SPONSOR with reasonable notice of its intent to extend the Marketing Program to another state, THE SPONSOR shall comply with all legal requirements of such jurisdiction to permit THE PUBLISHER to conduct an opinion of legal counsel and a copy of all documentation filed with state and local agencies to such effect within the deadline set by THE PUBLISHER. The parties agree that with respect to the states of Illinois and Wisconsin, they have each informed the other of their respective status, and THE PUBLISHER and THE SPONSOR each represent to the other that it is not legally barred from conducting the marketing Program in either state.

(g) THE PUBLISHER acknowledges that THE SPONSOR has a great interest in maintaining good relations with each of its chapters, and that such chapters want advance notice of THE PUBLISHER'S solicitations in their areas. To that end, THE SPONSOR will provide THE PUBLISHER with maps showing the location of every VietNow chapter. At least one month before beginning the Marketing Program in the area of any chapter, THE PUBLISHER will inform THE SPONSOR in writing and request its approval. THE SPONSOR shall respond to such request within 14 days thereafter, any may withhold approval based on the reasonable objections of the affected chapter.

(h) This Agreement is governed by the laws of the state or Illinois and should either party hereto institute a legal action of any kind concerning the agreement, it is mutually agreed said action will be instituted in Cook County, Illinois.

(i) THE SPONSOR shall; conduct fundraising and campaigns without the use of a professional fundraiser provided that same is not carried on at the same time in the same Geographic area as THE PUBLISHER'S program for THE SPONSOR. THE SPONSOR may also conduct fundraising campaigns with the use of a professional fund raiser other than THE PUBLISHER upon receipt of THE PUBLISHER'S written approval, provided THE PUBLISHER'S provision of such approval with respect to any one fund raising event or campaign shall not waive any of the other provision of this Agreement.

(j) In the event the Marketing Program is not renewed through mutual agreement by and between the parties hereto for an additional term, then in that event, THE SPONSOR agrees that after the termination of this Agreement and for a period of one (1) year THE PUBLISHER shall have a first right of refusal to match any other offer THE SPONSOR may seek or obtain to conduct a like or similar program. In the event THE SPONSOR shall receive and agree to such an offer from a third party, then in that event, THE SPONSOR shall give notice of same to THE PUBLISHER in writing, together with a copy of the bone fide contract offer. This notice shall be sent by certified mail, return receipt requested to: Telemarketing Associates, Inc., 2924 N. River Rd., River Grove, IL 60171, and Errol Copilevitz, 1812 Commerce Tower, 911 Main Street, Kansas City, MO 64105. Upon receipt of said written offer, THE PUBLISHER shall have ten (10) days to accept or reject same in writing.

(k) THE PUBLISHER agrees that the Marketing Program is to be conducted in an efficient, professional and courteous manner, with the protection of THE SPONSOR'S reputation and

goodwill being of primary concern. To this end, THE PUBLISHER agrees that only individuals having suitable familiarity with THE SPONSOR'S policies, goals and interests are to be utilized in the Marketing Program. Furthermore, promptly upon receiving written request from THE SPONSOR, THE PUBLISHER shall submit for THE SPONSOR'S approval a transcript of any "pitch" and all other advertising and solicitation materials used by its independent contractors in connection with the Marketing Program. If the SPONSOR objects the PUBLISHER'S use of any "pitch" or other solicitation or advertising materials or methods, THE PUBLISHER shall immediately cease using the material or method objected to, and both parties shall use their best efforts to devise a mutually satisfactory substitute.

(l) The parties hereto mutually acknowledge and agree that the Marketing Program under this Agreement includes the sale of advertising, the solicitation of donations and the distribution of educational and program service message. It is further acknowledged and agreed that the expense of the public operations campaign and the delivery of the program service message, shall be paid out of the proceeds raised by the sale of advertising from the Ad Book. Other costs which shall be allocated to the Marketing Program will include the availability and use of facilities and training, computer created data, printing, accounting, handling, mailing and other expenses related thereto.

(m) The parties hereto acknowledge and agree that the marketing program combines the activity of fundraising with the program service of THE SPONSOR. The program service of THE SPONSOR shall be incorporated in written form and included to each person expressing an interest in THE SPONSOR, provided that said mailing shall not result in increased postage rates for THE PUBLISHER, UNLESS REIMBUSED by THE SPONSOR. In addition, thereto, the program service of THE SPONSOR may be set forth in the editorial content provided for publication in the Ad Book as THE SPONSOR'S discretion. In accordance with Statement of Position 37-2, issued by the American Institute of Certified Public Accountants on August 21, 1987 the parties jointly agree that the portion of expenses attributable to program service and the delivery of program service message, shall be allocated to the program service.

(n) Should either party hereto claim that the other is in default under the terms and conditions hereof, then the party claiming default shall be obligated to give notice in writing, specifying the nature of the default. The party then in default shall either correct the default, or commence correction with thirty (30) days of notice. If the party allegedly in default does not cure same, the party giving notice of default may terminate the Agreement and seek such damages and other remedies as may be available at common law or in equity. In the event there shall be a dispute of whether a default does in fact exist, this matter will be submitted to a representative of the American Arbitration Association in Chicago, Illinois, with the finding thereof to be binding upon both parties.

(o) Notice by the parties shall be sent to the addresses set forth below until such addresses are changed by written notice.

(p) To aid THE SPONSOR in its acquisition of new offices, THE PUBLISHER hereby pledges to contribute $2,000 to THE SPONSOR on or before the date THE SPONSOR moves to such offices

Lamonte C. Gaston, President, VietNow National
1302 S. Harmony Rd, Oregon, IL 61061

Sam Russo, Vice President, VietNow National
1 S. 433 Fairview, Lombard, IL 60148

Richard Troia, President, Telemarketing Asso. Inc.
2924 N. River Rd., River Grove, IL 60171

This Agreement signed and beginning on July 22 1988 – as agreed. R.T. L.C.G SR

Approved by Attorney

_____
Reid Mandel

TELEMARKETING ASSOCIATES INC.
811 A. N. Harlem Ave.
Suite 2 N
Oak Park, IL 60302
(312) 383-9122

AGREEMENT

Agreement is hereby made this 4 day of December, 1984 by and between Telemarketing Associates, Inc. (hereafter referred to as THE PRODUCER) and VietNow-Vietnam Veterans Asso. (hereafter referred to as THE SPONSOR).

In consideration of the mutual covenants contained herein it is now therefore agreed that THE SPONSOR employs the services of THE PRODUCER to conduct advertising by marketing advertising space in THE SPONSOR'S magazine with regard to the following agreements, requirements, limitations and statements of responsibility. This contract is for five straight years ending on December 4, 1989.

THE PRODUCER agrees:

(a) To supply all marketing personnel.
(b) To produce, publish, edit and pay all costs for 1500 advertising magazine, including publication of a table of contents, index of advertisers, and sequentially numbered pages, the intent being to supply a publication of advertising value.
(c) To pay all costs of an office and phones, including the cost of installation, incurred by THE PRODUCER in conjunction with THE SPONSOR'S publication.
(d) To share with THE SPONSOR to the extent of 15% of the gross collections from the campaign.

(e) To conduct an efficient and professional marketing program, promote goodwill on behalf of THE SPONSOR and enhance good public relations through THE PRODUCER'S sales technics.

THE SPONSOR agrees:

(a) To produce all required permits by state or local laws or ordinances for the purpose of conducting this advertising sales campaign.
(b) To give THE PRODUCER its cooperation and the cooperation of its members and affiliates during the course of this campaign.
(c) That THE PRODUCER has full authority to use the good name of THE SPONSOR during the sales campaign.
(d) To share with THE PRODUCER to the extent of 85% of the gross collections in the sales campaign for THE SPONSOR'S publication.
(e) Cooperate and put forth an honest and sincere effort to make the sales campaign a success financially and otherwise.

BOTH PARTIES agree:

(a) That all checks or money orders shall be made payable to THE SPONSOR.

(b) That when all copy is photo-ready for printing THE PRODUCER shall submit such copy to THE SPONSOR for the purpose of final editing and proof reading.

(c) That for the purpose of this agreement, both copies of said agreement, when signed and accepted by both parties shall be construed as a legal and binding contract.

(d) That with regard go the program book, THE PRODUCER shall leave for THE SPONSOR twelve (12) pages whereby THE SPONSOR might supply ad copy provided that it be submitted at least sixty (60) days prior to publication date.

(e) THE PRODUCER assumes no responsibility for and shall not be liable for any inability to conduct the campaign due to strikes, labor trouble, flood, fire, accident, acts of God, or any other cause beyond its reasonable control.

(f) That weekly a settlement of amount due each party in the percentages indicated above shall be made.

(g) That THE PRODUCER shall publish said magazine within sixty (60) days of receivement of final ad copy. That THE SPONSOR will in turn supply THE PRODUCER with THE SPONSOR'S final ad copy, allowing sixty (60) days from date received for magazine completion.

This agreement is signed in duplicate on the day and year first written above by a duly authorized representative of both parties.

_____/s/_____
Richard Troia, President

_____/s/_____
Lamont Gaston, President

[ADDITIONAL EXHIBITS OMITTED]

ARMET PUBLISHING, INC

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August, 1990, by and between VietNow National (hereinafter referred to as "VietNow") and Armet Publishing Company, Inc., an Illinois Corporation (hereinafter referred to as "Publisher"), and World Wide Communications (Somerville, MA) a duly registered professional solicitor (hereinafter referred to as "Agency"). This contract beginning on the 27th day of August, 1990, terminating on the 27th day of August, 1991.

WHEREAS, the parties hereto are desirous of entering into an agreement that will result in a public awareness and sales campaign being conducted by and on behalf of VietNow by Agency with a quarterly publication to be created and published by the Publisher.

WITNESSETH:

For and in consideration the mutual covenants herein contained, the sufficiency of which is acknowledged as evidenced by the signatures of the parties hereto, it is mutually agreed as follows:

1. CONDUCT OF ADVERTISING AND PUBLIC AWARENESS CAMPAIGN: Using its expertise, Agency agrees to contact the local population for the purpose of providing information about VietNow and at the same time to solicit advertising in a quarterly publication to be created by VietNow and the Publisher. Agency shall be solely responsible for obtaining the work force the facilities and training them to provide the information and take the orders as may be appropriate Agency assumes full responsibility for their own license/permits, office rental

and expense, wages and commissions as well as taxes, postage and any and all other incidentals necessary to engage in general program of contacting individuals and businesses concerning advertising in the quarterly periodical and providing information about VietNow. Agency shall receive ***% of the gross proceeds under $1000 total per week, and ***% over $1000 total on a weekly basis as total compensation, including costs that may be incurred for its efforts.

2. SALES PRESENTATIONS: Agency agrees to register and bond as well as show proof of same to VietNow. In addition thereto, all sales scripts utilized will be approved in advanced.

*** 72% with ads
*** 75% without ads (donations ONLY)

2924 N. River Road River grove, IL 60171

3 .NULLIFICATION: This agreement may be nullified by either party at any time upon written notice. In the event that this agreement shall be nullified by Publisher and/or VietNow, the professional solicitor is still entitled to commissions and all sales collected or sold for the account as or prior to the effective date of nullification.

4. OBLIGATION OF VIETNOW: VietNow agrees to cooperate with Agency in the public awareness and sales campaign as may be appropriate.

5. . PERIODICAL PUBLICATION: The Publisher does hereby agree to publish such periodicals as may be mutually agreed by and between VietNow and the Publisher on a timely basis and in addition thereto to perform the following functions, to wit: Development of public relations materials; layout, design and update of decals and stickers; layout and design of invoices, letters and other company materials, the typesetting layout and design of quarterly publication; and a coordination of editorial content supplied by VietNow as to insure that the editorial content of any publication shall be no less than thirty percent of all total pages. Further, the Publisher agrees to provide publications of first class quality with no less than two color front page display. VietNow agrees to pay to the Publisher ____% of the gross advertising revenue that is created for all services to be performed as noted above.

6. OBLIGATIONS OF PUBLISHER: Publisher agrees to maintain a live nationwide 800 number for individuals to call, and all calls will be responded to and information shall be provided upon request.

7. ALLOCATION OF JOINT EXPENSES: The parties hereto mutually acknowledge and agree that the opportunity to combine the public awareness campaign with the sale of advertising for a quarterly newspaper publication is a major inducement to VietNow to enter into this agreement. These expenses, in accordance with acceptable accounting procedures is set out in statement of position paper 87-2 as issued by the AICPA, may be allocated between these functions. It is contemplated that a fair allocation at the time of entry into this agreement will be to allocate one-third of the expense incurred thereby creating the equivalent of an additional twenty-three and one-third percent benefit to VietNow.

8. RECORDS REPORTING AND BANKING: Proceeds from all gross sales shall be deposited in a bank account in the name of VietNow by representatives of Agency. All financial records will be maintained in accordance with state statute an will be produced upon demand to VietNow or its designated representative. Both VietNow and the Publisher shall have the right to audit the books and records to insure that all sale proceeds have been accounted for by Agency.

9. GEOGRAPHICAL AREAS: Agency is hereby licensed to act as Publisher representative and licensee for the purpose of offering and selling advertising space in the VietNow National publication with the following geographical area(s) and/or phone area code(s):
To include, but not limited to, the following areas:

Maine, New Hampshire, Vermont, Orange County and San

Francisco California Areas, Lancaster County, PA

Agency agrees not to solicit any individual, organization or entity (hereinafter: persons located outside of the named geographical area(s) and/or phone area code(s), the business of which is national in scope located within the

above geographical area(s). What manufacturer fall within this definition will be determined solely be Publisher. Such list may be amended by Publisher at any time, effective two (2) days after Publisher mails such amendment to Agency by Certified Mail, return receipt requested. Agency acknowledges that he will receive no commission on any sale to any party described in this paragraph, nor will such sale be considered Agency's revenue for any purpose under this agreement.

10. ENTIRE AGREEMENT: This agreement contains the entire agreement by and between the parties and all prior understandings are merged herein. Any amendments must be in writing and signed by all the parties hereto.

11. DEFAULT: Any claim of default must be given in writing specifying the claim and providing the steps required to cure such default with the party allegedly in default being given 48 hours to cure. In the event of an alleged breach, VietNow is granted the right to require same to be submitted to binding arbitration in Chicago, Illinois.

IN WITNESS WHEREOF, each of the parties hereto have executed this agreement on the day and year first written above.

VIETNOW, NATIONAL HEADQUARTERS

By: Lamont C. Gaston /s/

ARMET PUBLISHING COMPANY, INC.

By: Richard Troia /s/
9/89 Newspaper Contract

[ADDITIONAL EXHIBITS OMITTED]

THIS MUST BE FILED BY APRIL 30, 1990

PROFESSIONAL FUND RAISER ANNUAL FINANCIAL REPORT

NEIL F. HARTIGAN
Attorney General, State of Illinois

FILE AT: Attorney General's Office, Charitable Trust, 12th Floor, 100 W. Randolph, Chicago, IL 60601
GENERALINSTRUCTIONS (FURTHER INSTRUCTIONS AT END OF FORM)
PLEASE TYPE OR PRINT IN BLACK INK
A. RESPOND TO ALL ITEMS ON THIS FORM
B. CHANGES OR ADDITIONS TO THE INORMATION IN THIS STATEMENT MUST BE SUBMITTED IN THIS FORMAT.
C. ANNUAL REPORT CHECK ONE PREPARED ON AN ACCRUAL BASIS (_) PREAPRED ON A CASH BASIS (X) OR PREPARED BY ANOTHER METHOD (_) IF PREPARED BY ANOTHER METHOD EXPLAIN
LEGAL
NAME
TELEMARKETING ASSOCIATES, INC.
YEAR ENDED JUNE 30 1990 AS
MAILPFR# 02-0288 . 0238
ADDRESS
2924 N. RIVER ROAD FEDERAL ID NUMBER
CITY, STATE 36 - 3191270
ZIP CODE
RIVER GROVE, IL 60171
PHONE # (708) 456-2292

REPORT IS FOR FISCAL PERIOD BEGINNING JANUARY 1, 1989 AND ENDING DECEMBER 31, 1989

CHARITIES FOR WHOM FUNDS WERE RAISED

	(A) AMOUNT TO CHARITY	(B) SOLICITATION EXPENSES	(C) TOTAL AMOUNT RAISED	(D) % - (A/C)
LOMBARD PROF. FIREFIGHTERS	964.11	3602.47	4591.00	21%
ELGIN F.O.P.	9874.00	39230.08	49370.00	20%
DISABLED & RETIRED FIREFIGHTERS	14691.65	76611.83	91822.80	16%
VIETNOW NATIONAL	96523.15	543281.84	643487.66	15%
VIETNOW NATIONAL	7909.78	70708.68	79097.76	10%
POLICE YOUTH & ATHLETIC ASSOC.	1029.00	4088.29	5145.00	20%

SCHAUMBURG PROF. FIREFIGHTERS	10273.92	30614.23	41095.67	25%
SCHAUMBURG POLICE F.O.P. LODGE #71	15710.84	58704.76	74813.54	21%

TOTAL FOR ALL CHARITABLE FUNDRAISING BY PER:

TOTAL NUMBER OF CHARITIES BEING REPORTED:

Note Verification must be by the Corporate President, a General Partner or the Sole Proprietor.

STATE OF ILLINOIS SS AFFIDAVIT

COUNTY OF COOK

I RICHARD TROIA, under penalty of perjury and being sworn on oath said that on (circle one ___) the corporate president, a general partner or the sole proprietor of the registered professional fundraiser.
Name of PFR) TELEMARKETING ASSOCIATES, INC., have read this annual report including all attachments and personally know the contents thereof to be true and such is stated herein and filed with the Illinois Attorney General for the purpose of having the people of the State of

Illinois rely, thereupon I hereby further authorize and agree to submit myself and the registrant hereby the jurisdiction of the State of Illinois.

Richard Troia /s/

Subscribed and sworn to
before me this 17th, day of Sept, 1990.
/s/ MaryAnn Kochan

THIS MUST BE FILED BY APRIL 30, 1990

PROFESSIONAL FUND RAISER ANNUAL FINANCIAL REPORT

NEIL F. HARTIGAN
Attorney General, State of Illinois

FILE AT: Attorney General's Office, Charitable Trust, 12th Floor, 100 W. Randolph, Chicago, IL 60601
GENERAL INSTRUCTIONS (FURTHER INSTRUCTIONS AT END OF FORM)
PLEASE TYPE OR PRINT IN BLACK INK
A.
RESPOND TO ALL ITEMS ON THIS FORM
B.
C. ANNUAL REPORT CHECK ONE PREPARED ON ACCRUAL BASIS (_) PREPARED ON A CASH BASIS (_) OR PREPARED BY ANOTHER METHOD (_) IF PREPARED BY ANOTHER MTOHOD EXPLAIN

LEGAL NAME REGISTERED FOR FISCAL TELEMARKETING ASSOCIATES, INC.
MAIL ADDRESS 2924 N. RIVER ROAD
CITY, STATE
ZIP CODE RIVER GROVE, IL 60171

YEAR ENDED JUNE 30 1990 AS
PFR# 02-0288 . 0238
FEDERAL ID NUMBER
36 – 3191270

PHONE #
PHONE # (708) 456-2292

REPORT IS FOR FISCAL PERIOD BEGINNING JANUARY 1, 1989 AND ENDING DECEMBER 31, 1989

CHARITIES FOR WHOM FUNDS WERE RAISED

	(A) AMOUNT TO CHARITY	(B) SOLICITATION EXPENSES	(C) TOTAL AMOUNT RAISED	(D) % - (A/C)
F.O.P. # 20 CORRECTION OFFICERS	1939.27	17335.91	19392.69	10%
DU PAGE COUNT SHERIFF'S POLICE	57517.63	202553.13	261443.78	22%
HOFFMAN ESTATES POLICE F.O.P. #40	10319.26	40999.10	51596.28	20%
ELK GROVE FIREFIGHTERS ASSN.	7758.35	27321.69	35265.24	22%
HARVEY PATROLMEN'S ASSOCIATION	2538.46	8939.40	11538.46	22%
LOMBARD POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION	7249.22	25528.73	32951.00	22%

COOK COUNTY SHERIFF POLICE	60382.57	239904.06	301912.83	20%
ADDISON F.O.P.	13184.66	33675.13	47088.06	28%

TOTAL FOR ALL CHARITABLE FUNDRAISING BY PER: 317,869.87
1,423,099.33
1,750,611.77

TOTAL NUMBER OF CHARITIES BEING REPORTED:

Note Verification must be by the Corporate President, a General Partner or the Sole Proprietor.

STATE OF ILLINOIS

COUNTY OF COOK

STATE OF ILLINOIS SS AFFIDAVIT

COUNTY OF COOK

I RICHARD TROIA, under penalty of perjury and being sworn on oath said that on (circle one ___) the corporate president, a general partner or the sole proprietor of the registered professional fundraiser.
Name of PFR) TELEMARKETING ASSOCIATES, INC.
, have read this annual report including all attachments and personally know the contents thereof to be true and such is stated herein and filed with the Illinois Attorney General for the purpose of having the people of the State of Illinois rely, thereupon I hereby further authorize and agree to submit myself and the registrant hereby the jurisdiction of the State of Illinois.
Richard Troia /s/

Subscribed and sworn to
before me this 17th, day of Sept, 1990.
/s/ MaryAnn Kochan

REPORT OF INDIVIDUAL FUNDRAISING CAMPAIGN

VIETNOW NATIONAL

CAMPAIGN BEGINNING 6-30-89 ENDING 6-30-90

ADDRESS: 3008 Kilburn Ave.

CITY, STATE ZIP CODE: Rockford, Illinois 61103

CHARITY INFORMATION

CO # 01 _____
NAME OF CHARITY'S CONTACT PERSON Lamont Gaston
NAME TELEMARKETING ASSOCIATES, INC.
PFR# 02-02880238
NATURE OF FUNDAISING ACTIVITY: PHONE SOLICITATION

A. AMOUNT RECEIVED BY THE CHARITABLE ORGANIZATION	$96,523.
$96,523.	
B. EXPENSES PER CHARITY	
1. PROFESSIONAL FUNDRAISER FEE	
2. SOLICITOR COMPENSATION	382,470.42
3. SALARIES & RELATED	52,155.06
4. PRINTING	7,605.95
5. POSTAGE & OFFICE	27,164.09

6. TELEPHONE	27,164.09	
7. RENT & UTILITIES	12,495.48	
8. SUPPLIES	12,495.48	
9. TRAVEL & AUTO INSURANCE		2,716.41
		3,259.69
10. DEPRECIATION & INTEREST ADVERTISING & PROMOTION	3,259.69	
		5,432.82
11. PROFESSIONAL FEES		
REPAIRS & MAINTENANCE		7,062.66
2,716.41		
12 LICENSES, DUES & PERMITS	543.28	
	TOTAL	
EXPENSES (PER CHARITY):		
	$ 543,281	

C. TOTAL AMOUNT RAISED $ 643,487

D. PERCENTAGE OF FUNDS RECEIVED BY CHARITY (A DIVIDED BY C) $15%

F. WHERE WERE THE FUNDS DEPOSITED?

1ST CHICAGO BANK OF OAK PARK

G. WHO (CHARITY OF PER) HAS SIGNATURE CONTROL OF THE ACCOUNT(S) LISTED ABOVE? PER

H. ATTACH A SCHEDULE EXPLAINING IN DETAIL HOW EXPENSES LISTED ABOVE ARE ALLOCATED BETWEEN FUNDRAISING CAMPAIGNS?

RECEIVED BY THE PER.

WE, THE UNDERSIGNED, DECLARE AND CERTIFY THAT WE HAVE EXAMINED THIS REPORT INCLUDING ALL THE SCHEDULES AND STATEMENTS AND THE FACTS THEREIN STATED ARE TRUE AND COMPLETE AND FILED WITH THE ILLINOIS ATTORNEY GENERAL FOR THE PURPOSE OF HAVING THE PEOPLE OF THE STATE OF ILLINOIS REPLY THEREUNDER.

PER CAMPAIGN MANAGER RICHARD TROIA
TITLE PRES.
SIGNATURE
OFFICER DIRECTOR OF CHARITY
SIGNATURE

Continued

REPORT OF INDIVIDUAL FUNDRAISING CAMPAIGN

VIETNOW NATIONAL
CAMPAIGN BEGINNING 6-30-89
ENDING 6-30-90

ADDRESS: 3008 Kilburn Ave.

CITY,STATE
ZIP CODE: Rockford, Illinois 61103
CHARITY INFORMATION
CO # 01 _____
NAME OF CHARITY'S CONTACT PERSON
Lamont Gaston
NAME
TELEMARKETING ASSOCIATES, INC.
PFR# 02-02880238
NATURE OF FUNDAISING ACTIVITY: PHONE SOLICITATION

A.

B.

	EXPENSES PER CHARITY
1. PROFESSIONAL FUNDRAISER FEE	
2. SOLICITOR COMPENSATION	49,778.91
3. SALARIES & RELATED	6,788.08
4. PRINTING	2,686.93
5. POSTAGE & OFFICE	989.92
6. TELEPHONE	3,535.43
7. RENT & UTILITIES	1,626.30
8. SUPPLIES	1,626.30

9. TRAVEL & AUTO INSURANCE	353.54
	424.25
10. DEPRECIATION & INTEREST ADVERTISING & PROMOTION	848.50
	707.09
11. PROFESSIONAL FEES	
REPAIRS & MAINTENANCE	919.21
	353.54
12 LICENSES, DUES & PERMITS	70.73
	TOTAL
EXPENSES (PER CHARITY):	
	$ 70,708.

C. TOTAL AMOUNT RAISED

D. $79,097.00

E. PERCENTAGE OF FUNDS RECEIVED BY CHARITY (A DIVIDED BY C)

F. $10%

G. WHERE WERE THE FUNDS DEPOSITED?

H. 1ST CHICAGO BANK OF OAK PARK

G. WHO (CHARITY OF PER) HAS SIGNATURE CONTROL OF THE ACCOUNT(S) LISTED ABOVE? PER

H. ATTACHE A SCHEDULE EXPLAINING IN DETAIL HOW EXPENSES LISTED ABOVE ARE ALLOCATED BETWEEN FUNDRAISING CAMPAIGNS?

RECEIVED BY THE PER.

WE, THE UNDERSIGNED, DECLARE AND CERTIFY THAT WE HAVE EXAMINED THIS REPORT INCLUDING ALL THE SCHEDULES AND STATEMENTS AND THE FACTS THEREIN STATED ARE TRUE AND COMPLETE AND FILED WITH THE ILLINOIS ATTORNEY GENERAL FOR THE PURPOSE OF HAVING THE PEOPLE OF THE STATE OF ILLINOIS REPLY THEREUNDER.

PER CAMPAIGN
MANAGER
SIGNATURE

OFFICER DIRECTOR
OF CHARITY
SIGNATURE

PROFESSIONAL SOLICITOR COMPENSATION REPORT

FOR THE FISCAL YEAR ENDING DECEMBER __, 1989

TELEMARKETING ASSOCIATES, INC
PFR # 02

___ OF ADDITIONS TO THE INFORMATION IN THIS STATEMENT MUST BE SUBMITTED IN THIS FORMAT

LIST ALL SOLICITORS EMPLOYED BY YOU DURING THE PERIOD COVERED BY YOUR ANNUAL FINANCIAL REPORT

SOLICITOR NAME & ADDRESS	SOCIAL SECURITY #	PHONE #	AMOUNT PAID	HOURS WORKED
SEE ATTACHED				
( ) ADDRESS				
( ) ADDRESS				
( ) ADDRESS				
( ) ADDRESS				
( ) ADDRESS				

( )

ADDRESS

( )

ADDRESS

( )

ADDRESS

( )

ADDRESS

PAGE ____ OF ____ PAGES

PROFESSIONAL SOLICITOR NAME & ADDRESS	SS#	AMOUNT PD
SUE BARILLA 211 DES PLAINES AVE FOREST PARK, IL 60130	321-36-5862	29,270.78
BOB BOLLHEIMER P.O. BOX 567 OAK PARK, IL 60303	347-16-6022	3,265.62
TYRONE BUSH 8721 ABERDEEN CHICAGO, IL	339-42-5248	12,796.82
JERRY CAMPBELL 1167 ALGONQUIN ROAD DES PLAINES, IL 60016	323-54-3311	120.00
CHRIS CARR 21W581 NORTH AVE LOMBARD, IL 60148	323-54-3311	14,028.90
COMMUNITY PUBLICATIONS 2924 N RIVER ROAD RIVER GROVE, IL 60171		83,472.25

LANCE CAMPO 4815 N ROCKWELL CHICAGO, IL 60625	526-84-0333	39,024.54
RUDY DEVITO 2924 N RIVER ROAD RIVER GROVE, IL 60171	037-30-9165	21,750.46
BILL FOWLES 838 N CORNELIA CHICAGO, IL 60657	317-60-8784	3,125.70
DON HALL		1,510.75
KRISTY HALL		1,052.00
CAROL JAROCKI		400.00
LORENZO JONES 2334 W. LAWRENCE CHICAGO, IL		19,807.15
BILL KURTZ (illegible) __APLE __ARK, IL 60302	424-60-9217	8,583.60
JOHN LOONSFOOT 306 BELOIT FOREST PARK, IL 60130	329-72-2843	1,547.50

WAYNE MACKIE 3912 N OSCEOLA CHICAGO, IL	348-46-0121	16,363.52
BEN MACTAVISH 4601 DEVON LISLE, IL 60532	036-32-5112	23,536.00
ERIC MIECK 6244 W GRAND, #2C CHICAGO, IL	330-62-4661	559.95
PETER MORALES 3003 S. THROOP CHICAGO, IL 60608	351-48-9483	14,888.35
FRANK OWENS 846 W MONTROSE CHICAGO, IL 60674	346-72-6173	25.00
PAB MARKETING 9014 BROOKFIELD AVE BROOKFIELD, IL 60513		169,928.41
NICK PATULA 5516 CAL-SAG ROAD ALSIP, IL 60658	355-50-6351	51,260.03
RICK PALAKOFF 7200 N CLARENDON CHICAGO, IL	340-50-8151	20,303.85

352-74-4341

NICK PROCE
3245 N BROADWAY
CHICAGO, IL 60657 — 290.00

OSWALD REDDICK
14651 CHICAGO
DOLTON, IL 60419 — 14,982.46

ANGEL REDDICK
14651 CHICAGO AVE
DOLTON, IL 60419 — 1,010.80

MARK ROGERS
1026 N CHURCH
ROCKFORD, IL 61103 — 10,966.20

359-14-5041

JOHN ROSS — 1,226.55

CHRISTIANA
CHICAGO, IL 60625

SILVIA
ANDRES STREET,
#2
PROVIDENCE, RI
02903 — 2,178.00

BOB STEFANSKI — 12,206.47

KEITH STRICKER — 20.00

BOB SZABELSKI — 37.00

T. V. MARKETING — 26,867.18

PRESTON TIEMAN — 13.40

PASCO TROIA
3924 N RIVER ROAD
RIVER GROVE, IL
60171

037-38-4094 — 2,456.00

PAUL THOMPSON 4525 N KEELER CHICAGO, IL 60651	332-44-9665	420.00
VALENSTEN CORP 5231 HARLEM AVE CHICAGO, IL 60656		12,454.75
LES WALKER 702 N 14TH AVE MELROSE PARK, IL 60160	326-70-5451	2,668.65
SHERRY MUSKA P.O. BOX 214 WORTH, IL 60182	318-58-3405	13,496.35
RUSSELL ROWLAND		189.50
STEVEN EVANS 1560 N 1ST AVE-DARTON EAST MELROSE PARK, IL 60160	347-50-2872	8,169.15
DAVID BYRD		106.10

JOHN HESLEY		100.00
PROPHECY PRODUCTIONS 2924 N RIVER ROAD RIVER GROVE, IL 60171		2,650.95
CHRIS GASIEWSKI 5815 W ARTHINGTON CHICAGO, IL		122.30
JIM VALENTINO 5231 HARLEM AVE CHICAGO, IL 60656		25.00
DEBORAH GABRIELE 12 ANDREWS ST, #2 PROVIDENCE, RI 02903		768.75
TROOPER PUBLICATION 107 S DOUGLAS, #1A SPRINGFIELD, IL	33-4400102	3,318.00
DAVE FEDERICI 5530 S ALBANY CHICAGO, IL	355-50-6103	497.00

MARK WASSNER		228.00
ANGELA BOYD		133.35
WILLIAM DAVIS		96.90
JEFF ZOLANOWSKI 1025 OAKLAND WESTMONT, IL 60559	347-74-3282	3,439.80
PHIL BIANCO 5549 S NAGLE CHICAGO, IL 60638		150.00
KATHY ANDERSON		71.40
RON MCMENAMY		11,174.72

924 N RIVER ROAD RIVER GROVE, IL 60171		
ROGER STETTNER		61.00
JENNY DONOHUE 3912 N OSCEOLA CHICAGO, IL		170.00
STEVE KENSEY 5212 S DORCHESTER CHICAGO, IL	350-66-4311	48.00
MARK INGRAFFIA 2924 N RIVER ROAD RIVER GROVE, IL 60171		300.00
A & G ADVERTISING		1,133.40
LEN CORK 1830 S 1TH BROADVIEW, IL 60153	344-36-2324	1,907.30
MITCH KAMINSKI		68.55

RON SNYDER 398 OAK STREET DES PLAINES, IL	330-52- 7688	30.00
ED HIGGINS 3226 S PARNELL CHICAGO, IL 60616		8,971.36
NANCY HERBERT 5701 N SHERIDAN CHICAGO, IL	346-44- 8098	153.25
WAYNE GNIRK 5342 N NEWPORT CHICAGO, IL 60641	395-28- 6234	2,576.00
TRINITY PROMOTIONS 2924 N RIVER ROAD RIVER GROVE, IL 60171		24,970.35
MAJOR MARKETING 4811 W DEVON CHICAGO, IL		2,287.65
STAN FOWLES		640.25

LAWRENCE CHICAGO, IL		
BOB GITONE		25.00
FRANCINE GEINARK 5342 W NEWPORT CHICAGO, IL 60641	333- 26- 8672	3,552.95
UNLIMITED SERVICES 1167 ALGONQUIN ROAD DES PLAINES, IL		22,560.30
ROBET FREDERICKS		14.00
ETTA TROIA 23 FLORIDA AVE CRANSTON, RI 02920		360.00
GEORGE LOWI 2745 N WINDSOR CHICAGO, IL 60625	351- 36- 107[illegible]	8,062.96
JOHN MCMENAMY		498.10
ROY DESMOND		2,600.00
ROBERT JONES		500.00

ADVANCED TELEMARKETING		265.20
MARKES TELECOMMUNICATIONS 72 S LANGRANGE ROAD LAGRANGE, IL		170.00
WAYNE NUNEZ 2322 N 72ND COURT ELMWOOD PARK, IL 60635	338-50-1277	1,175.90
ALVIN WILLIS 4824 W AUGUSTA CHICAGO, IL 60651	340-60-2507	1,007.70
JDZ ENTERPRISE		41,046.53

_RIVER ROAD _____GROVE, IL		
MARU KUCHARSKI		556.00
TONY HENRICKS		2,008.75
HOWARD KONGSGAARD 1535 W MONTANA CHICAGO, IL 60614	348-46-2761	4,884.25
RESOURCE ONE 1020 CEDAR, #2L ST. CHARLES, IL		24,031.58
DARRYL MITTLESTAEDT 6006 E 29YH CICERO, IL 60650	360-62-1588	82.00
PAT D'ADAMO 4693-2A SAIL BOAT BAY LISLE, IL 60532	322-34-3726	4,536.00
MARY MCMENAMY		4,637.35

PETE BORZYM 9014 BROOKFIELD AVE BROOKFIELD, IL 60513		2,990.00
LOU CARO		1,105.00
HEART TO HEART ADV., LTD. 107 S DOUGLAS, #1A SPRINGFIELD, IL 62704		6,998.50
DANIEL A. KUEHNER 327 S GLENWOOD SPRINGFIELD, IL 62703		833.50
NANETTE FALBO		442.70
JOHN GARCIA 4835 N KOSTNER CHICAGO, IL 60630	546- 47- 7547	337.35
MATT TAROMINA	522- 82- 9664	3,288.25

8014 PINEWOOD VIEW SANTEE, CA 92071		
OAN WROBLEWSKI 4126 W MELROSE CHICAGO, IL 60641	361-36- 8558	9,946.98
JIM SERPA 2924 N RIVER ROAD RIVER GROVE, IL 60171		8,539.65
DMS ENTERPRISES 11930 S WESTERN BLUE ISLAND, IL 60406		75,953.66
RON DOER 2054 N KILDARE CHICAGO, IL 60639	349-32- 3124	2,400.00
KURT KUDLINSKI		80.00
KEN LEO		629.17
VINCE PROCE		647.00

TONY HARRIS		22.00
RALPH DIAFERIA 6240 KEDZIE CHICAGO, IL	353-62-2651	7,996.70
MIKE WARREN 410 OCEAN AVE SANTA MONICA, CA	154-26-8046	225.00
ELLIOTT WOLFSON		25.00
VINCE DE FILIPPI		112.50
CHERYL VINTON		5,974.50
MICHELLE CHARTIER		60.00

HENRY WATSON		1,820.00
DEBBIE TAYLOR 2616 N REUTER FRANKLIN PARK, IL 60131	330-72-6876	642.20
MIKE WEBB 3636 NOTTINGHAM CHICAGO, IL 60634	361-60-6686	60.00
TONY HARRIS 6869 W GRAND CHICAGO, IL	336-25-4762	129.00
DEAN MORELLI 1701 16TH AVE CHICAGO, IL	327-89-2634	197.25
DEAN CALLIS 4601 KENNILWOTH FORESTVIEW, IL	346-53-3919	632.75
WALTER LAYNE		20.00
DAN KEANER		1,522.38
JOE SPAGNOLA		276.00

MICHAEL BAGGOTT		109.50
DEBBIE TAYLOR		217.50
PHIL OLIVERI		478.55
HELEN HANI		874.25
MICHELLE COMINEK	359-58-1409	800.00

STUART DRIVE CAROL STEAM, IL 60188		
HANK RICO 616 W LELAND CHICAGO, IL 60660	270-44-8062	4,559.75
RAY LANE 2834 N RIVER ROAD RIVER GROVE, IL 60171	335-44-7358	43.00
RAY STORICK		4,371.40
GREG GAFFIGAN-		16,405.83
VI LONA & ASSOCIATES		617.00
LOURIE BURKE		480.00
DENNIS WEBB		2.50
SCOTT SHEPARD		35.00

LYNDA WYZENINSKI 1529 W FRY ST CHICAGO, IL 60622	372-60-3627	457.50
SHARON DUDA		925.50
JAMES PHILLIPS		18.75
L & R PROMOTIONS		2,946.05
KPA, INC. 110 WALL STREET NORWALK, CT 06850		30,162.38
KIRK MOORE	357-25-7963	2,315.50

AUDUBON TORO, CA 92630		
ENTERTAINMENT UNLIMITED		5,469.50
GRANT MATLOCK		3,489.70
STEVE COMPANELLA		408.50
THERESA NUCCIO		2,336.15
JEROME KOSTIK		42.00
ENTERPRISES UNLIMITED		586.25
PETER NAYLOR 5204 W CULLOM CHICAGO, IL 60641	339-46-2534	25.00
JOANNA MINNECI 217 DES PLAINES AVE., GDN APT FOREST PARK, IL 60130	337-62-3757	60.00

KENNETH HAYES		705.50
CANDISS DONATO		125.50
PROTECTIVE PROMOTIONS		1,033.50
CAROL MIKLUSAK 505 N LAKE SHORE DRIVE CHICAGO, IL 60611	361-40-3785	133.00
RICHARD KINDELL 516 DEECHER STREET LOUISVILLE, KY 40217	263-32-9904	293.48
JOE ALEMAN		48.00

TROOPER PUBLICATION	40,394.90
WATSON	8,410.64

	1,098,337.01
	====== ===

EXPLANATION OF PROFESSIONAL FUNDRAISING FEES

FOR THE FISCAL YEAR ENDING DECEMBER ____, 1989

NAME TELEMARKETING ASSOCIATES, INC. PFR # 02 0288 0238

1. GIVE A DETAILED DESCRIPTION OF THE SERVICES RENDERED FOR CAMPAIGN DRIVE OR EVENT HELD OR ORGANIZED BY YOUR ORGANIZATION FOR THE PURPOSE OF RAISING FUNDS FOR A CHARITABLE ORGANIZATION

Phone solicitation is used for the purpose of selling advertising space in a annual publication for each organization. The purpose of the fund raising campaign is to generate dollars for each organizations various community service activities. The publication

is produced for the purpose of creating a human interest book, and advertising guide.

2. GIVE A DETAILED DESCRIPTION OF THE BASIS USED TO DETERMINE YOUR OWN ORGANIZATION'S COMPENSATION FOR SERVICES RENDERED ON EACH FUNDRAISING CAMPAIGN HELD OR ORGANIZED BY YOUR ORGANIZATION (i.e. PERCENTAGE OF FUNDS RAISED, TIME SPENT, RESOURCES USED ETC) SEE CONTRACT IS NOT ACCEPTABLE)

The basis of the fundraiser's compensation is calculated on a approximate scale as follows:

20%	employee compensation
5%	administrative expenses
35%	supplies and printing expenses
20%	phone, rent and office expenses

These figures are estimated on a average 80% contract

Office Locations:

2924 N. River Rd.
River Grove, IL 60171

1821 W. Irving Park Rd.
Chicago, IL 60613

6211 W. Diversey
Chicago, IL 60639

7011 W. 111th
Worth, IL

[ADDITIONAL EXHIBITS OMITTED]

[Filed June 15, 1996]
IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE PEOPLE OF the STATE OF ILLINOIS *ex rel.* ROLAND W. BURRIS, Attorney General of Illinois,	)	
Plaintiff,	)	
vs.	)	91 CH 04926
TELEMARKETING ASSOCIATES, INC., an Illinois Corporation; ARMET, INC., an Illinois Corporation; and RICHARD TROIA, individually and as an Officer, Director and fiduciary of TELEMARKETING ASSOCIATES, INC., and ARMET, INC.,	)	
Defendants.	)	

AMENDMENTS TO COMPLAINT

The Plaintiff hereby amends its Complaint for Injunctive Relief, An Accounting, Appointment of Receiver, and Other Equitable Relief by adding the paragraphs indicated as follows:

47A. For the calendar years since 1989, the defendants and their agents solicited, collected and remitted to Vietnow the following amounts:

Year	Total Amount Raised	Total Amount Remitted To Vietnow	Percent Remitted To Vietnow
1990	$1,315,606.18	$197,340.93	15 (in-state)
	223,595.63	22,359.56	10 (out-of-state)
1991	1,158,122.31	173,718.35	15 (in-state)
	298,423.48	29,842.35	10 (out-of-state)
1992	779,122.26	116,868.34	15 (in-state)
	101,222.61	10,122.26	10 (out-of-state)
1993	634,751.42	95,212.71	15 (in-state)
1994	662,504.27	114,058.52	17.21 (in-state)
1995	430,503.95	70,442.85	15.73 (in-state)

The defendants have continued their solicitation activities for Vietnow into 1996.

47B. While the in-state solicitations prior to about May of 1992 were made pursuant to the contracts attached to the original Complaint as Exhibit B, the in-state solicitations thereafter were made pursuant to the contract attached hereto as Exhibit G. Out-of-state solicitations were made pursuant to the contracts attached to the original Complaint as Exhibit C, as well as other contracts.

47C. For the years 1990 to date, TROIA and

TELEMARKETING have entered into, or caused to be entered into, numerous contracts with individuals and corporations (hereinafter "solicitors") to perform the actual in-state solicitations on behalf of Vietnow. The solicitors served as agents of TROIA and TELEMARKETING in the performance of the defendants' contractual obligations to Vietnow, and did not themselves have contracts with Vietnow.

67D. Under section 15(a) of the Solicitation for Charity Act, 225 ILCS 460/15(a), TROIA and TELEMARKETING were trustees who had a duty to, among other things, supervise the fund raising activity on behalf of Vietnow to ensure that the contributions were adequately protected and that representations made during solicitations of the public were true and correct.

67E. For at least the period 1990 to date, and perhaps prior to 1990, TROIA and TELEMARKETING failed to exercise the duty to supervise with respect to their agent solicitors. In particular, they failed to develop sales pitch scripts to be used by the solicitors when soliciting on behalf of ADC and they otherwise failed to undertake the steps necessary to ensure that the representations made by the solicitors were true. TROIA and TELEMARKETING have thus violated section 15(a).

67F. In soliciting for Vietnow, TROIA and TELEMARKETING and their agent solicitors rarely, if ever, disclosed to donors that less than 17 percent of the contributions would be paid over to Vietnow and that more than 83 percent of the contributions would be used for fund raising and other expenses.

67G. For the period 1990 to present, TROIA and TELEMARKETING have remained as fiduciaries of the donating public and have had a fiduciary duty to disclose, or to cause their agent solicitors to disclose, all material

facts. The fact that less than 17 percent of the contributions would be paid over to Vietnow and that more than 83 percent would be used for fund raising and other expenses is a material fact.

67H. TROIA and TELEMARKETING and their agent solicitors failed to disclose the fact that less than 17 percent of the contributions would be paid over to Vietnow and that more than 83 percent would be used for fund raising and other expenses, in order to induce contributors and potential contributors to rely on the absence of such information and thereby enhance the likelihood that such persons would make a contribution. TROIA and TELEMARKETING are responsible for the failures of their agent solicitors to disclose such information, for such failures to disclose are within the scope of the agency of such solicitors.

67I. Section 15(b)(5) of the Solicitation for Charity Act, 225 ILCS 460/15(b)(5), provides, among other things, that if a professional fund raiser engages in public solicitation and purports to relate the purpose for which the funds are solicited, "such [purpose] shall then be fully and accurately identified to the prospective donor." TROIA and TELEMARKETING, and their agent solicitors, did in fact purport to relate the purpose to prospective donors for which funds were being solicited in connection with their solicitations for Vietnow. They failed, however, to fully and accurately disclose the purpose to prospective donors, for they failed to disclose that less than 17 percent of the contributions would be turned over to Vietnow and that more than 83 percent would be used for fund raising and other expenses. TROIA and TELEMARKETING thus violated section 15(b)(5).

67J. In addition, TELEMARKETING is a for-profit enterprise. It and its agent solicitors have at all times relevant been engaged in the sale or distribution of a commercial service, namely, the solicitation of funds on a

compensated basis. TROIA and TELEMARKETING are thus engaged in trade or commerce for purposes of section 1 of the Consumer Fraud and Deceptive Business Practices Act (hereinafter "CFDBPA"), 815 ILCS 505/1.

67K. The failure of TELEMARKETING and TROIA to disclose that less than 17 percent of the contributions would be paid over to Vietnow and that more than 83 percent would be used for fund raising and other expenses, constitutes a violation of section 2 of the CFDBPA, which prohibits, among other things, unfair or deceptive acts or practices in the conduct of any trade or commerce, including but not limited to misrepresentation, concealment, suppression or omission of any material fact with intent that others rely upon such misrepresentation, concealment, suppression or omission.

67L. The failure of TROIA and TELEMARKETING and their agent solicitors to disclose that less than 17 percent of the contributions would be paid over to Vietnow and that more than 83 percent or more would be used for fund raising and other expenses also constitutes a violation of section 2 of the Uniform Deceptive Trade Practices Act (hereinafter "UDTPA") 815 ILCS 510/2, which is incorporated by reference into section 2 of the CFDBPA. Section 2 of the UDTPA prohibits deceptive trade practices which are defined to include, among other things, causing a likelihood of confusion or misunderstanding as to the sponsorship or approval for goods or services or as to affiliation or association by another; using deceptive representations; and engaging in any other conduct which creates a likelihood of confusion or misunderstanding.

67M. Not only did TROIA and TELEMARKETING intend that contributors and potential contributors would rely on the absence of information concerning the use of funds collected, but persons making contributions in fact relied upon their mistaken belief that much more than 17

percent of their contributions would be paid over to Vietnow, and they would not have made their contributions had they known the truth of the matter.

67N. Under these circumstances, the continuing failure of TROIA and TELEMARKETING to disclose, and their failure to cause their agent solicitors to disclose, that less than 16 percent of the contributions would be paid over to Vietnow and that more than 83 percent would go for fund raising and other expenses, constitutes fraudulent concealment.

67O. Such failure further constitutes a breach of fiduciary duty by TROIA and TELEMARKETING to donors and potential donors, which breach is continuing.

Wherefore, the Plaintiff prays that this Court, in addition to allowing the relief sought in the original Complaint,

(a) enjoin TROIA and TELEMARKETING from their continuing violations of law as described herein;

(b) enjoin TROIA and TELEMARKETING from continuing to act on behalf of charity for a period of 5 years; and

(c) enter an order requiring TROIA and TELEMARKETING to forfeit any compensation they have earned while in violation of section 15 of the Solicitation for Charity Act.

Dated: June 17, 1996

Respectfully submitted by:

/s/ Don R. Sampen
DON R. SAMPEN
Assistant Attorney General

DON R. SAMPEN #99000
Assistant Attorney General
Charitable Trusts Bureau
100 W. Randolph St., 12th Fl.
Chicago, IL 60601
Telephone: (312) 814-3969

TELEMARKETING ASSOCIATES, INC.
"the professionals of advertising and fundraising"

AGREEMENT

This Agreement is hereby made this 12th day of May, 1992, by and between Telemarketing Associates, Inc. (hereafter referred to as THE PUBLISHER), and VietNow National Headquarters, (hereafter referred to as THE SPONSOR). This Agreement shall begin on the 12th day of May, 1992 and end of the 30th day of July, 1998.

In consideration of the mutual covenants contained herein it is now therefore agreed that THE SPONSOR employs the services of THE PUBLISHER to conduct advertising by marketing advertising space and to publish THE SPONSOR'S publication (hereinafter, the "Marketing Program") and to conduct such other related activities pertaining to increasing public awareness and financial support for the organization, with the following agreements, requirements limitations and statements of responsibility.

THE PUBLISHER agrees:

a) To supply all marketing personnel, and pay all relative expenses such as salaries and commissions.

b) To annually produce, publish, edit and pay all costs for an advertising magazine (the "Ad Book"), including publication of a table of contents, index of advertisers and sequentially numbered pages, the intent being to supply a publication to increase the community awareness of THE SPONSOR and a forum of advertising to the business communities. At least 2,200 copies of the Ad Book are to be provided to THE SPONSOR in 1992, and the exact number

of copies of the Ad Book is to be provided to THE SPONSOR in 1993, 1994, 1995, 1996, 1997 and 1998 is to be mutually agreed upon in the forum of written permission by both parties, but it shall never be less than the prior year.

c) To market magazine listings (booster program) for night sales to residences.

d) To pay all costs for an office and phones, including the cost of installation, incurred by THE PUBLISHER in conjunction with the Ad Book.

e) To conduct an efficient and professional marketing program, promote goodwill on behalf of THE SPONSOR and enhance good public relations through THE PUBLISHER'S sales techniques.

f) The Marketing Program will be conducted throughout the state of Illinois, as well as nationally with offices in other states.

g) In the delivery of the program service message for and on behalf of THE SPONSOR, THE PUBLISHER agrees to solicit individual donations and advertising for the Ad Book. For accounting purposes, THE PUBLISHER agrees to maintain separate records to clearly and properly allocate income attributable to the solicitation of donations only, and income which is attributable to advertising sales, in accordance with the applicable state and federal regulations.

h) THE PUBLISHER agrees to be solely responsible for any and all expenses incurred in the creation of the program activity hereinabove described, and to hold THE SPONSOR harmless therefrom.

i) THE PUBLISHER agrees that throughout the term of this AGREEMENT, THE PUBLISHER nor any of it's affiliates will not enter into an agreement and/or contract with or without the express written consent of THE PUBLISHER. Pursuant to the December, 1991 ADDENDUM, VietNow National has given THE PUBLISHER approval to fund raise or sell advertising on behalf of United Veteran's and Family Support "Homeless Veterans" Project (Fort Steer) and shall remain in force throughout the term of this AGREEMENT.

j) THE PUBLISHER agrees to permit THE SPONSOR'S officers to visit and view its offices and facilities during business hours, upon reasonable notice by THE SPONSOR (which notice may be given by telephone.

k) THE PUBLISHER agrees to promptly provide THE SPONSOR with a copy of any financial reports THE PUBLISHER files with any governmental department or agency relating to THE PUBLISHER'S general activities or to its activities under this Agreement.

l) THE PUBLISHER agrees to supply THE SPONSOR with copies of all signed contracts from those engaged in business using the name of VietNow.

m) THE PUBLISHER agrees to pay all state registration costs and fees until the donor file outside the State of Illinois becomes more profitable to THE SPONSOR.

n) THE PUBLISHER agrees that this AGREEMENT covers the following forms of fund raising activities:

1. Telephone solicitation
2. Bulk mail
3. thrift stores

4. Donation cans
5. Curbside collections

The percentage of funds and allocations for these activities are the same as those stated in page 3, "BOTH PARTIES AGREE", sub-section b.

THE SPONSOR agrees:

a) To cooperate and assist THE PUBLISHER in all reasonable and necessary forms. To provide THE PUBLISHER with a letter signed by an officer of THE SPONSOR thanking interested advertisers or donors and providing a program service message.

b) THE SPONSOR agrees that throughout the term of this AGREEMENT THE SPONSOR will not allow any other professional fund raiser to use the trademark name of VietNow and logo in any similar fund raising activities as currently stated in this AGREEMENT without the express written consent of THE PUBLISHER.

c) That THE PUBLISHER has full authority to use SPONSOR approved materials containing the logo and good name of THE SPONSOR during the sales campaign, with the exception that THE PUBLISHER must secure permission from THE SPONSOR to use the VietNow logo or letterhead on any new materials. Such permission or approval must be in writing. THE PUBLISHER agrees to have all letterhead and/or printed material pre-approved by THE SPONSOR and must contain accurate/current information, such as addresses, phone numbers, and letterhead reflecting the list of names of Board members.

d) THE SPONSOR acknowledges and agrees that a portion of the consideration it is receiving for entering into

this Agreement with THE PUBLISHER is the existing donor list which is being provided at no costs to THE SPONSOR. Said list has been developed by THE PUBLISHER, over a period of years, and THE SPONSOR hereby agrees that any additions or deletions which may result form this Marketing Program, as well as the list itself, shall remain sole and exclusive property of THE PUBLISHER.

BOTH PARTIES AGREE:

a) THE PUBLISHER shall ask potential donors and advertisers for all payments to be made by check or money order, payable to THE SPONSOR, and shall endeavor to accept payment in that form. However, if the payor insists upon paying in cash, such payment shall be accepted by THE PUBLISHER or THE SPONSOR (whichever receives it) by the recipient concurrently obtaining fro the payor a copy of the receipt for such payment, countersigned by the payor. THE PUBLISHER shall promptly deliver all checks, money orders and cash payments it receives in the name of or for THE SPONSOR to such person, or have them deposited in such bank account, as may be jointly designated by THE SPONSOR'S president and treasurer form time to time.

b) THE PUBLISHER shall, as its total compensation for all efforts and costs associated with the Marketing Program, be allocated 85% of the gross collections in the State of Illinois, and 90% of the gross collections outside of the State of Illinois, and THE SPONSOR shall be allocated 15% of the gross collections in the State of Illinois and 10% of the gross collections outside of the State of Illinois. Percentage of funds received outside of State of Illinois will be increased when the donor file outside of the State of Illinois becomes more profitable to allow such an increase. Increases in the percentage rate will be in increments of 1%

(one percent), escalating to 5% (five per cent). Percentages outside the State of Illinois will be adjusted upwardly by mutual consent on January 1, 1993 or sooner.

c) Gross collections received by THE SPONSOR are to be divided on a weekly basis, and THE PUBLISHER paid its share of the collections by THE SPONSOR on that same basis. For this purpose, THE SPONSOR will be deemed to have received collections when such funds become available in its bank account, provided that THE SPONSOR has promptly deposited all checks and money orders it has received. THE PUBLISHER and THE SPONSOR agree that THE SPONSOR needs more frequent and more detailed reports of the progress of the Marketing Program. THE PUBLISHER agrees to provide THE SPONSOR with information concerning the amount and geographic source of pledges, orders, collections, expenses and the balance due THE PUBLISHER. Such information shall be provided on a quarterly basis.

d) No later than 60 days prior to the publication date for the Ad Book, THE PUBLISHER shall submit a final proof of the Ad Book to THE PUBLISHER for approval. THE SPONSOR shall have 30 days from the date of receipt to either approve or object to the proposed copy, and to submit changes or comments. If no objection or comments are received within 30 days, THE PUBLISHER shall be entitled to consider the proof approved for final printing.

e) That with regard to the Ad Book, THE PUBLISHER shall leave for THE SPONSOR twelve (12) pages whereby THE SPONSOR might supply copy of its choosing, provided that it be submitted at least sixty (60) days prior to publication.

f) THE PUBLISHER assumes no responsibility for and shall not be liable for any inability to conduct the Marketing Program due to labor strikes, labor trouble, flood, fire, accident, acts of God or any other causes beyond its reasonable control.

g) Before extending the Marketing Program to any state, THE PUBLISHER shall notify THE SPONSOR of its intention to take such action, and shall provide THE SPONSOR with an option of legal counsel for an opinion that it has complied with all legal requirements for making charitable solicitations and conducting an advertising campaign such as the Marketing Program and local agencies in such state. Provided that THE PUBLISHER has provided THE SPONSOR with reasonable notice of its intent to extend the Marketing Program to another state, such jurisdiction to permit THE PUBLISHER to conduct such activities, and shall provide THE PUBLISHER with an option of legal counsel for an opinion and a copy of all documentation filed with state and local agencies to such effect within the deadline set by THE PUBLISHER. The parties agree that with respect to the States of Illinois and Wisconsin, they have each informed the other of their respective status, and THE PUBLISHER and THE SPONSOR each represent to the other that it is not legally barred from conducting the Marketing Program in either state.

h) THE PUBLISHER acknowledges that THE SPONSOR has a great interest in maintaining good relations with each of its chapters, and that such chapters want advance notice of THE PUBLISHER'S solicitations in their areas. To that end, THE SPONSOR will provide THE PUBLISHER with maps showing the location of every VietNow Chapter. At least one month before beginning the

Marketing Program in the area of any chapter, THE PUBLISHER will inform THE SPONSOR in writing.

i) This Agreement is governed by the laws of the State of Illinois and should either party hereto institute a legal action of any kind concerning the Agreement, it is mutually agreed said action will be instituted in Cook County, Illinois.

j) In the event the Marketing Program is not renewed through mutual agreement by and between the parties hereto for an additional term, then in that even, THE SPONSOR agrees that after termination of this Agreement and for a period of one (1) year, THE PUBLISHER shall have a first right of refusal to match any other offer THE SPONSOR may seek or obtain to conduct a like or similar program. In the event THE SPONSOR shall receive and agree to such an offer from a third party, then it that event, THE SPONSOR shall give notice of same to THE PUBLISHER in writing, together with a copy of the bond ____ contract offer. This notice shall be sent by certified mail, return receipt requested to: Telemarketing Associates, Inc., 2924 North River Road, River Grove, IL 60171; and Errol Copilevitz, Kansas City, MO 64105. Upon receipt of said written offer, THE PUBLISHER shall have ten (10) days to accept or reject same in writing.

k) THE PUBLISHER agrees that the Marketing Program is to be conducted in an efficient, professional and courteous manner, with the protection of THE SPONSOR'S reputation and goodwill being of primary concern. To this end, THE PUBLISHER agrees that only individuals having suitable familiarity with THE SPONSOR'S policies, goals and interests are to be utilized in the Marketing Program. Furthermore, promptly upon receiving written request from THE SPONSOR, THE

PUBLISHER shall submit for THE SPONSOR'S approval a transcript of any "script" and all other advertising and solicitation materials used by its independent contractors in connection with the Marketing Program. If THE SPONSOR objects to THE PUBLISHER'S use of any "script" or other solicitation or advertising materials or methods, THE PUBLISHER shall immediately cease using the material or method objected to, and both parties shall use their best efforts to devise a mutually satisfactory substitute. THE PUBLISHER agrees contractors must be restricted to the designated and approved "pitch" when soliciting for funds.

l) The parties hereto mutually acknowledge and agree that the Marketing Program under this Agreement includes the sale of advertising, the solicitation of donations and the distribution of educational and program service message. It is further acknowledged and agreed that the expenses of the public relations campaign and delivery of the program service message, shall be paid out of the proceeds raised by the sale of advertising from the Ad Book. Other costs which shall be allocated to the Marketing Program will include the availability and use of facilities and training, computer created data, printing, accounting, handling, mailing and other expense related thereto.

m) In addition, thereto, the program service of THE SPONSOR may be set forth in the editorial content provided for publication in the Ad Book at THE SPONSOR'S discretion. In accordance with State of Position 87-2, issued by the American Institute of Certified Public Accountants on August 21, 1987, the parties jointly agree that the portion of expenses attributable to program service and their delivery of program service message, shall be allocated to the program service message.

n) Should either party hereto claim that the other is in default under the terms and conditions hereof, then the party claiming default shall be obligated to give notice in writing, specifying the nature of the default. The party then in default shall either correct the default, or commence correction within thirty (30) days of notice. If the party allegedly in default does not cure same, the party giving notice of default may seek such damages and other remedies as may be available at common or in equity. In the event there shall be a dispute of whether a default does in fact exist, this matter will be submitted to a representative of the American Arbitration Association in Chicago, Illinois, with the finding thereof to be binding upon both parties. Notice by the parties shall be sent to the addresses set forth herein or until such addresses are changed by written notice: THE PUBLISHER, Telemarketing Associates, Inc., 2924 North River Road, River Grove, Illinois, 60171; THE SPONSOR, VietNow, National Headquarters, 1835 Broadway, Rockford, Illinois, 61104.

o) In addition thereto, Telemarketing Associates, Inc. shall pay to VietNow the additional sum of twenty thousand dollars ($20,000.00) upon execution of this Agreement, receipt of which is acknowledged by the signatures on this Agreement. Four thousand dollars ($4,000.00) has already been received by VietNow, the remaining sixteen thousand dollar ($16,000.00) balance to be paid upon the request of VietNow. Distribution, date and time of allocation to be decided by VietNow.

p) This AGREEMENT shall supersede and nullify any and all previously entered into agreements/contracts.

q) THE PUBLISHER agrees not to engage in any other form of fund raising activity on behalf of THE SPONSOR other than that stated in this AGREEMENT without express written consent of THE SPONSOR. Such written consent shall be an ADDENDUM to this AGREEMENT. Such ADDENDUM shall be mutually agreed to and negotiated by both parties.

r) That for the purpose of this Agreement, both copies of said Agreement, when signed and accepted by both parties shall be construed as a legal and binding contract.

/s/
Lamont C. Gaston, President, VietNow National

/s/
Richard Von Hatten, Vice Pres., VietNow National

/s/
Richard Troia, President, Telemarketing Associates, Inc.

[Filed December 4, 1996]

IN THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE PEOPLE OF the STATE OF ILLINOIS *ex rel.* ROLAND W. BURRIS, Attorney General of Illinois,	)	
Plaintiff,	)	
vs.	)	91 CH 04926
TELEMARKETING ASSOCIATES, INC., an Illinois Corporation; ARMET, INC., an Illinois Corporation; and RICHARD TROIA, individually and as an Officer, Director and fiduciary of TELEMARKETING ASSOCIATES, INC. and ARMET, INC.,	)	
Defendants.	)	

AMENDMENTS TO COMPLAINT

Plaintiff THE PEOPLE OF THE STATE OF ILLINOIS *ex rel.* JAMES E. RYAN, Attorney General of Illinois, pursuant to leave granted by the Court in its Order of November 4, 1996, hereby amends its Complaint For Injunctive Relief, An Accounting, Appointment of Receiver, And Other Equitable Relief (as amended by the Amendments to Complaint filed June 25, 1996) by correcting and renumbering on the face of the June 25, 1996 amendment to the complaint paragraphs numbered 47A - 47C and 67D - 67O as paragraphs 48 through 62 and by adopting and

realleging such in its entirety, and by adding the following additional allegations (paragraphs) and additional requests for relief as set forth below:

63. From 1987 through the present, in conducting their charitable solicitations for Vietnow as aforesaid, the Defendants made representations which induced donors to contribute funds for charitable purposes to Vietnow by representing to donors that the funds they contributed would go to charitable purposes.

64. The public donors, in reliance upon the representations of the Defendants and their agents as to the use of contributions, made contributions to and in the name of Vietnow and delivered said contributions into the control of the Defendants.

65. The Defendants put into place agreements, controls of the funds and a scheme which placed the Defendants in control of the donor lists, bank accounts and initial use and distribution of the contributions once they were received from the donating public.

66. The Defendants by and through their agents had the contributions placed into accounts and the funds divided with the Defendants keeping for themselves at least 83% of the funds collected in Vietnow's name, claiming such to be fees and paying only the remainder to Vietnow.

67. The Defendants and their agents hold themselves out to be in the business of soliciting and collecting funds for charity and by virtue of such they have superior knowledge and skill in the area of charitable fundraising and they know that the cost of soliciting established donors is much less than cold call soliciting or prospective new donors.

68. Many contributors to Vietnow were solicited year after year by Defendants and they made contributions year after year to help the veterans. In each case the portion

kept by Defendants remained at 83%. Defendants still charged and kept 83% for each and every dollar raised whether the donation came from an established donor or a new donor.

69. The aforesaid scheme and conduct of Defendants does not permit the charity to gain from a growing donor list, but rather permits the Defendants and their agents to benefit from soliciting the established donors over and over again at a reduced cost to Defendants and their agents without passing such on to the charitable cause.

70. The aforesaid scheme and conduct of Defendants results in the donors from previous periods being subjected in each and every contribution to the cost of 83% of their contribution no matter what amount. Such a charge is excessive for fundraising from a prior donor.

71. The Defendants, being in a superior position as aforesaid and as fiduciaries, have a duty to charge fair fees and to not act in a manner of self gain and the charging of 83% for soliciting and collecting a second, third, fourth and so on contribution from a particular donor is a breach of duty and fraud.

72. The Defendants' charge of 83% is excessive. The Defendants claim in part to justify such a fee by a claim of large expenses; however, many of those expenses are paid to other business owned and controlled by Defendant TROIA. Thus the 83% charged as a fee by Defendants is not justified by expenses paid by Defendants.

73. The representations delivered by the Defendants through their agents to contributors that donated funds would benefit Vietnow is and was substantially false, because only a small fraction of the amount of each donation, less than 17 cents on the dollar, went to the charitable organization Vietnow for charitable use.

74. The donors receiving the aforesaid solicitations by the Defendants relied on Defendants' representations that their contributions would be paid over to Vietnow and they would not have made their contributions had they known that the Defendants were keeping 83% of the contributions as a private fee. Donors' affidavits disclosing that they would not have given had they known the truth are attached hereto as Group Exhibit "H".

75. As a consequence of the foregoing, the Defendants' representations of charitable use for the solicited contributions as aforesaid constituted material misrepresentations of fact and, as a result, the monies they collected pursuant thereto were collected under false pretenses.

76. The solicitation Act provides at Section 9(c):

"(c) Whenever the Attorney General shall have reason to believe that any charitable organization, professional fund raiser, or professional solicitor is operating in violation of the provisions of this Act, or if any of the principal officers of any charitable organization has refused or failed, after notice, to produce any records of such organization or there is employed or is about to be employed in any solicitation or collection of contributions for a charitable organization any device, scheme, or artifice to defraud or for obtaining money or property by means of any false pretense, representation or promise, or any false statement has been made in any application, registration or statement required to be filed pursuant to this Act in addition to any other action authorized by law, he may bring in the circuit court an action in the name, and on behalf of the people of the State of Illinois against such charitable organization and any other person who has participated or is about to participate in such solicitation or collection by employing such device, scheme, artifice, false representation or promise, to enjoin such charitable organization or other person from continuing such solicitation or collection or engaging therein or doing any acts in furtherance thereof, or to cancel any registration statement previously filed with the Attorney General."

77. At all times relevant hereto the Defendants knew that their representations to donors that donated funds would go to help veterans were substantially and materially untrue, but Defendants made those representations for personal benefit from the 83% of all contributions kept as a fee.

78. The Defendants were fiduciaries for charity of all funds they collected and as fiduciaries they had a special duty at law not to mislead donors about the purpose of the donations and a duty to apply the donations to the represented use once in their hands.

79. The defendants' conduct as aforesaid in telling donors that their donations would benefit veterans when such was substantially and materially untrue constitutes a breach of their fiduciary duty to donors and the PEOPLE, which breach is continuing.

80. In addition, the Defendants' conduct in devoting only an insignificant portion (less than 17 percent) of solicited funds they solicit to the charitable purpose represented to the donors while causing the substantial majority of it to inure to themselves constitutes a waste and misuse of charitable assets, self-dealing and a breach of fiduciary duty to donors and the PEOPLE, which breach is continuing.

81. As a consequence of the foregoing, the conduct of the Defendants is repugnant to the very essence of charity and fiduciary duty. The conduct is a scheme of self-promotion at the expense of charity and such use of charitable assets must be held improper.

WHEREFORE, Plaintiff the PEOPLE OF THE STATE OF ILLINOIS *ex rel.* JAMES E. RYAN, Attorney General of Illinois, prays that this Court, in addition to granting the relief sought in the original Complaint and in the subsequent Amendments thereto, also grant relief as follows:

I. Entering judgment against each of the Defendants respectively and in favor of the Plaintiff for compensatory damages in an amount in excess of $100,000.00 as to each and every Defendant as is determined upon the trial and accounting herein; and

J. Entering judgment against each of the Defendants respectively and in favor of the Plaintiff for punitive damages in an amount equal to the compensatory damages herein and at least $100,000.00 as to each and every Defendant.

THE PEOPLE OF THE STATE OF ILLINOIS *ex rel.* JAMES E. RYAN, Attorney General of Illinois

BY: /s/ Floyd D. Perkins
FLOYD D. PERKINS
MATTHEW D. SHAPIRO

FLOYD D. PERKINS #99000
MATTHEW D. SHAPIRO
Assistant Attorneys General
Charitable Trusts and
Solicitations Bureau
100 West Randolph Street, 12th Fl.
Chicago, Illinois 60601-3175
Telephone: (312) 814-2595

[GROUP EXHIBIT H]

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Robert Zeller
1201 Greenwood Drive
Mt. Prospect, Illinois 60056

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/27/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (a check) (cash) (circle one) In the amount of $ *$25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VIETMAN VETERANS IN NEED* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me. *RECEIPT ONLY*

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor. *I DON'T RECALL*

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation. *I WAS GIVEN A RECEIPT, BUT I DON'T RECALL WHEN*

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Robert Zeller* Date: *1/28/96*
Daytime Phone # *847 398 6759*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

G. Mark Witzel
21 South Lincoln Street
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/2/95* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (a check) (cash) In the (circle one) amount of *$25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VIETNAM VETS* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check)., *OR OBTAINABLE FROM BANK*

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation. *CAN'T REMEMBER/NOT SURE*

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ G. Mark Witzel* Date: *7/26/96*
Daytime Phone # [omitted]

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Donna Winkler
304 South Lancaster Avenue
Mt. Prospect, Illinois 60056

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *NUMEROUS X's OVER 2 YEARS* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (**a check**) (cash) In the amount of $ *80.00* . circle one *12-94 $25.00* *2-96 $20.00* *5-95 $35.00*

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for VIETNAM VETERANS & FAMILIES & OVERHEAD. . NO LABOR EXPENSES ALL MEMBERS ARE VOLUNTEERS (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes **No** (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (***b***) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. *(AT THE TIME OF THE PHONE CALL)* (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Donna M Reid* Date: *7-28-96*
Daytime Phone # *(847) 818-7842*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Chip Webster
243 Bristol Way
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *FEB. 1996* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELP VIETNAM VETERANS WHO NEEDED IT*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *SOLICITATION WAS MADE BY PHONE FIRST, AND THEN COLLECTED BY SOMEONE WHO CAME TO THE HOUSE.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Chip Webster* Date: *July 23, 1996*
Daytime Phone # *708-271-8815*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Linda Weakley
Four Seneca Drive
Montgomery, Illinois 60538

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/8/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (**a check**) (cash) In the amount of $ *10.00* . *#5164 on 2/4/96*
circle one

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VETERANS OF VIETNAM WAR TO AID IN THEIR SUPPORT BOTH PHYSICAL & MENTAL AS WELL AS LEGAL MATTERS*
(please state specific purpose, if any)

ABSOLUTELY
Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now. *I asked how the money would be used. My exhusband & father.*

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me. *THE ONLY THING SENT WAS A COPY OF THE FORM YOU ALREADY HAVE.*

Yes **No** (9) I have the cancelled check (if payment was by check). *IT'S AT THE BANK. I HAVE TO REQUEST A COPY & PAY FOR IT.*

Yes No*(?)*(10) My donation was picked up by someone on behalf of the solicitor.
CAN'T REMEMBER IF IT WAS A PICK UP OR BY MAIL.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. ***(b)*** I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation. *IT WAS MAILED! I CAN SEE THE POSTAL DATE STAMP & REQUEST FOR RETURN*

OTHER COMMENTS: *THE PERSON CALLED 1/8/96 WAS JACKIE LITTLE - IT'S WRITTEN BY HAND ON THE RECEIPT W/REQT TO RETURN WHITE & KEEP YELLOW COPY. SEE ATTACHED.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Linda Weakley* Date: *7/26/96*
Daytime Phone # *(708) 979-4646 Soon (630)*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Lafrayette Ward
1003 South Cuyler
Oak Park, Illinois 60304

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-1-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *35.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VIETNAM VETERANS WHO WERE INJURED* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

(SOME)
Yes No (8) I still have the materials sent to me.

(COPY)
Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. **(d)** I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Lafrayette Ward* Date: *7-26-96*
Daytime Phone # *(708) 445-8731*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Peter Vozas
587 Scot Court
Inverness, Illinois

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-5-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*20.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VIETNAM VETS SUFFERING FROM "AGENT ORANGE"* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Mrs. Karen Vozas* Date: *7-31-96*
Daytime Phone # *(847) 705-9225*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Paul Viane
1623 West Kingston
Schaumburg, Illinois 60193

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *FEB. 3 - 96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (**a check**) (cash) (circle one) In the amount of $ *20.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VIETAM VETS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I AM NOT SURE BUT I THINK MY ANSWERS TO QUESTION 11 IS B.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Diane Viane* Date: *August 5, 1996*
Daytime Phone # *630-773-3800 X 4760*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Barbara A. Vander Muelen
216 North Washington
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-2-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (**a check**) (cash) In the amount of $ *25.00*. (circle one)

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VIETNAM VETERANS & THEIR FAMILIES.* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *VIETNOW BEGAN SOLICITING MONEY FOR FOOD BASKETS GIVEN TO VETS & THEIR FAMILIES FOR THANKSGIVING. THEY BEGAN (0VER)*

[material on reverse omitted]

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Barbara A. Vander Muelen* Date: *8-6-96*
Daytime Phone # *630-794-8000*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Margaret Valentine
234 Windsor Drive
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/8/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING OTHER VETERANS SUCH AS THE HOMELESS.* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

(?)
Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *PLEASE LET ME KNOW THE OUT COME OF THIS INVESTIGATION*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Margaret Valentine* Date: *7-30-96*
Daytime Phone # *(847) 734-4323*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Catherine A. Trowbridge
215 East Traube Avenue
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-2-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (a check) (cash) In the amount of $*25.00*. (circle one)

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VETERANTS HELPING VETERANTS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Robert Trowbridge* Date: *7-27-96*
Daytime Phone # *325-7385*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Barbara Thompson
4924 Oakwood Avenue
Downers Grove, Illinois 60515

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/26/96* (insert approximate date). *AND EARLIER YEARS.*

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *BENEFITING VETERANS WHO WERE INJURED IN THE VIETNAM WAR*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.–*I MAY HAVE, BUT I HAVE TO GO THROUGH MY FILES.*

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I THINK YOU SHOULD INVESTIGATE THE POLICE AND FIRE DEPARTMENTS CALLING FOR THEIR ASSOCIATIONS IMPLYING IT IS CHARITABLE WHEN IT'S NOT. THEY GET PUSHY.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Barbara Thompson* Date: *8/3/96*
Daytime Phone # *(630) 964-7708*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Lois Staffeldt
122 South Linden Street
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/1/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) (circle one) In the amount of $ *25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *FOOD BASKETS, BILLS AND RENT TO HELP PHYSICALLY AND MENTALLY DISABLED VIETNAM VETS AND THEIR FAMILIES* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c) I was given a receipt at the time I made the donation**. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I WAS ASKED TO LEAVE THE CHECK IN BETWEEN THE DOORS AND A RECEIPT WAS LEFT IN ITS PLACE*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Lois Staffeldt* Date: *7/31/96*
Daytime Phone # *968-7871 B/F 1:00 p.m*
968-8591 AFTER 2:00 p.m.

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Joyce M. Shanahan
6380 Glenbrook Court
Lisle, Illinois 60532

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about _____ (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (**a check**) (cash) In the (circle one) amount of $ *25.00* (*25.00*). *June '96* *Feb. '96*

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VIET VETS IN DU PAGE – FIND JOBS – GET ON THEIR FEET HOMELESS VETS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check). *2 CHECKS FOR '96*

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Joyce M. Shanahan* Date: *8-14-96*
Daytime Phone # *630-961-2370*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Michael Schaefer
722 South Chester
Park Ridge, Illinois 60068

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-3-96* (insert approximate date).

Yes **No** (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *ASSIST VIET VETS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes **No** (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *THIS WAS DOOR TO DOOR. SOLICITATION. I HAVE MADE SIMILAR DONATIONS IN THE PAST*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Michael Schaefer* Date: *9-23-96*
Daytime Phone # *312-263-2088*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mrs. Robert Sanders
814 North Lombard
Oak Park, Illinois 60303

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about _____ (insert approximate date). *CAN'T REMEMBER, CHECK DATED 2/1/96*

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *10.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VIETNAM VETERANS*

(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes **No** (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. **(b)** I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Lois Sanders* Date: *Aug. 1, 1996*
Daytime Phone # *(708) 848-9543*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Robert Rutkoski
157 Mayfield Drive
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/1/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*10.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *SUPPORT OF VIETNAM VETS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ R* Date: *7/25/96*
Daytime Phone # *708 739 4502*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Carmen Rollery
829 North St. Johns Avenue
Highland Park, Illinois 60035

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-5-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) (circle one) In the amount of $ *25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING THE VETERANS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *PRIOR TO THE LAST CALL, THE SOLICITOR CALLED AT LEAST 4 DIFFERENT DATES AND TIME. VERY PERSISTANT!!*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Carmen Rollery* Date: *July 26/'96*
Daytime Phone # *847-432-1835*

ENC:

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Charruk PongKlub
950 Jameseson
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *15.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for _____
_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *CLOSE ALL OF THEM DOWN NO MORE PHONE DONATION*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: *Charruk PongKlub* Date: *7-26-93*
Daytime Phone # *(708) 876-4024*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Geraldine R. Picha
313 South Oak Avenue
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *Feb. 96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (a check) (**cash**) (circle one) In the amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VIET VETS GET A BETTER CHANCE AT LIFE (JOB, TRAINING, ETC).*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me. *(WINDOW STICKER)*

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Geraldine R. Picha* Date: *7/29/96*
Daytime Phone # *708-245-2888*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Michael Ortrenga
Four Shilling Court
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/31/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *20.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING OUT VETS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes **No** (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Michael Ortrenga* Date: *8/7/96*
Daytime Phone # *968-0144*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Jonathon R. Nolan
530 Revere Avenue
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-2-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the amount of $ *25.00*. (circle one)

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *"PROGRAMS" FOR THE VETS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was **picked up by someone** *(on behalf of the solicitor.?)*

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ J.R. Nolan* Date: *7-26-96*
Daytime Phone # *(708) 654-4130*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Caron Niewold
1634 Janet Street
Downers Grove, Illinois 60515

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1-30-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*15.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *COUNCIL AND RELEIVE OF VETS AND FAMILIES OF VETS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes **No** (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I WOULD NEVER CONTRIBUTE IF I KNEW THE MONIES WHERE NOT USED FOR THE PURPOSE INTENDED TO ME.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ C. Niewold* Date: *Aug. 3, 1996*
Daytime Phone # *630-968-2608*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mrs. C. Napolitano
1227 Biscayne Drive
Elk Grove Village, Illinois 60007

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *20.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *BENEFITS FOR VETERANS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) **(a) I was not given a receipt.** (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ C. Napolitano* Date: *7-31-96*
Daytime Phone # *312-424-4951*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mrs. Frank McKee
101 Monticello Circle
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/1/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *20.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VETERANS WHO ARE HOMELESS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Jacqueline McKee* Date: *7/29/96*
Daytime Phone # *708-759-4818*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Rob Mattison
9316 Western Avenue
Des Plaines, Illinois 60016

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-3-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *35.00* .

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *DON'T REMEMBER*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Robert Mattison* Date: *7-25-96*
Daytime Phone # *847-803-4390*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. & Mrs. G. Maciag
7422 Iowa
River Forest, Illinois 60305

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contrib[illegible]on to Viet Now on or about *2-1-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *35.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VETERANS AND THEIR FAMILIES*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. **(d)** I was given a receipt after I made the donation.

OTHER COMMENTS: *SINCE MY HUSBAND IS A VIET NAM VET I TRY TO GIVE DONATIONS TO THE VETERANS - IF I KNEW THAT THEY WERE ONLY RECIEVING 20% OR LESS I WOULD NOT GIVE*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Nina Maciag* Date: *July 25, 1996*
Daytime Phone # *708 771 0604*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Beverly Loveless
401 East Kenginston
Mt. Prospect, Illinois 60056

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/7/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) (circle one) In the amount of $ *35.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for _____
_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Beverly Loveless* Date: *9/23/96*
Daytime Phone # *847 259-0534*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Loretta Long
448 Cambridge Way
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *ASSISTANCE FOR VIETNAM VETERANS - FOOD & HOMELESS & GEN'L ASSISTANCE*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I HAVE GIVEN FOR SEVERAL YEARS AM ARE TOLD HOW MY MONEY HELPED VETERAN THE YEAR BEFORE. (DONATIONS IN GEN)*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Loretta Long* Date: *7/31/96*
Daytime Phone # *630-985-8669*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Charlene Lohnerer
420 Winnetka
Winnetka, Illinois 60093

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *8-22-95* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *15.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING DISABLE CHILDREN*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me. - *JUST THE RECEIPT THEY LEFT*

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Charlene Lohnerer* Date: *8-3-96*
Daytime Phone # *847-446-2098*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Frank Loesch
1440 Clear Drive
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/7/90* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (a check) (cash) In the (circle one) amount of $_____.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VETS - HOMELESS*

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me. *TELEPHONE ONLY*

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or **(d)** (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *THEY HAVE CALLED ME TWICE A YEAR, EVERY TIME ITS FOR $35 THEY SELL BAGS AND STUFF*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Frank Loesch* Date: *7-25-96*
Daytime Phone # *708-773-8150*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Cindy Lambert
706 North Wheeling Road
Prospect Heights, Illinois 60070

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *FEB 1996* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *REHABILITATION & OTHER SERVICES FOR VIETNAM VETS* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now. *I SPECIFICALLY ASKED THAT QUESTION & WAS TOLD 90% OR MORE GOES TO THE VETS!!*

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me. *NOTHING WAS SENT TO ME.*

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) **(a)** I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *OBVIOUSLY VIETNOW WROTE THE RECEIPT (FOR $35) BEFORE I WROTE MY CHECK FOR $35 & NEVER GAVE ME ANYTHING - I AM ALSO ANGRY THAT THEY LIED TO ME ABOUT THE PERCENTAGE THAT BENEFITS THE VETS*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Cindy Lambert* Date: *7/30/96*
Daytime Phone # *847-640-3816*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Lillian Johnsen
28470 W. Lindberg Drive
Barrington, Illinois 60010

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *Jan. '96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *10.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *PARALYZED VETERANS OF AMERICA*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes **No** (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), **(b)** (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *WHEN I ASKED WHO THIS WAS FOR I WAS TOLD "PARALYZED VETS" NOT THE NAM "VIETNOW". I TOLD THEM I PROMISED NOTHING, BUT SEND ME LITERATURE AND I'D DECIDE WITH A MAXIMUM OF $10.THE INVOICE CAME WITH A PLEDGE OF $35 PAID $10 BY CHECK*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Lillian Johnsen* Date: *7/26/96*
Daytime Phone # *847- 381-6694*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Susan Kerr
303 West Chicago Avenue
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/28/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING VIETNAM VETERANS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *THIS WASN'T THE FIRST TIME I GAVE TO VIET NOW THEY SOLICIT EVERY YEAR*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Susan Kerr* Date: *8/3/96*
Daytime Phone # *(630) 971-0848*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Ronald Henderson
183 Pamela Drive
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *5-1-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*15.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *TO HELP VIETNAM VETERANS*

(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I'M GLAD THAT THESE PHONE SOLICITATIONS ARE BEING LOOKED INTO FOR CALLS ARE FROM PROFESSIONAL, USING HIGH PRESURE.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Effie Henderson* Date: *8-1-96*
Daytime Phone # *630-960-9211 Ext. 54*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Barbara A. Hayward
411 North Washington
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/2/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for _____

_____
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me. *(THEY STILL CALL)*

Yes No (9) I have the cancelled check (if payment was by check).

Yes **No** (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or **(d)** (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. **(d)** I was given a receipt after I made the donation.

OTHER COMMENTS: *WE CERTAINLY WILL NOT BE DONATING TO THESE GROUPS AGAIN*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Barbara A. Hayward* Date: *8/1/96*
Daytime Phone # *971-6056 (708)*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. William A. Fumagali
212 East 56th Street
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-2-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING THE VETERANS OF THE VIETNAM WAR AND THEIR FAMILIES*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I WAS TOLD MY DONATION IS FULLY TAX DEDUCTIBLE*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ William Fumagali* Date: *7/28/96*
Daytime Phone # *708-968-1303*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Susan Foltz
537 Emerson Circle
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/6/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave (a check) **(cash)** (circle one) In the amount of $*20.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VETERANS INTERESTS; VIETNAM VETERAN PROGRAMS; FOR THEIR FAMILIES*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check). *CASH*

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *THE "RECEIPT" SAYS IT'S TAX DEDUCTIBLE - IS IT ??*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Susan Foltz* Date: *7/26/96*
Daytime Phone # *(708) 216-6954*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Patrick Finnegan
13256 Mulranny Drive
Lockport, Illinois 60441

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *10/21/95* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *VIETNAM VETERANS AND THEIR FAMILIES*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes **No** (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), **(b)** (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *IF WE HAD KNOWN THAT THE MONIES WAS NOT USED PROPERLY I WOULD NOT HAVE CONTRIBUTED*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Patrick Finnegan* Date: *8/15/96*
Daytime Phone # [omitted]

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mrs. William Drew
113 Valley Drive
Bolingbrook, Illinois 60440

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about _____ (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *15.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *TO HELP VIETNAM VETS.*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *THE PROFESSIONAL FUND RAISER WAS VERY PERSISTANT, EVEN AT PICKING UP THE MONEY AT THE DOOR HE POUNDED ON THE DOOR FOR ALONG TIME.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Mrs. William Drew* Date: *Aug. 12, 1996*
Daytime Phone # *630 668-8300 (202)*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Grier Davis
916 Maple Avenue
Evanston, Illinois 60202

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *Feb. 96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *AS I RECALL, FOOD BASKETS FOR VETERANS.* (please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *I'M SYMPATHETIC TO THE CAUSE, BUT 80% FOR ADMDINISTRATION BORDERS ON FRAUD*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Grier Davis* Date: *8/9/96*
Daytime Phone # *(847) 491- 5680 (W)*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Mr. Dan Cermak & Mary Cermak
Five South 202 Drendel
Downers Grove, Illinois 60515

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *1/30/96 & 3/16/96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the amount of $ *25.00 / 35.00* (circle one).

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *EASTER BASKETS*

(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: _____

_____

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Mary Cermak* Date: *7/27/96*
Daytime Phone # *708-968-6779*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Christine Blumka
5606 Lomond Avenue
Downers Grove, Illinois 60516

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2/2/96, 7/15/94* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) In the (circle one) amount of $ *20.00* . *EACH SOLICITATION*

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *AID FOR VIETNAM VETERANS & THEIR FAMILIES*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes No (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) (c) or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. (c) I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *ATTACHED ARE COPIES OF THE MATERIALS GIVEN TO ME.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Kristine A. Blumka* Date: *8/3/96*
Daytime Phone # *(630) 769-3145*

SURVEY AFFIDAVIT
OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Ms. Peggy A. Berent
205 West 57th Street
Westmont, Illinois 60559

Please circle "Yes" or "No" for each statement, or provide other information where applicable.

[Items circled by the affiant are in bold, while other information supplied by the affiant is italicized.]

Yes No (1) I, the undersigned, was solicited for a contribution to Viet Now on or about *2-2-96* (insert approximate date).

Yes No (2) The contribution was requested pursuant to a solicitation made by telephone.

Yes No (3) I gave **(a check)** (cash) (circle one) In the amount of $*25.00*.

Yes No (4) I gave the funds for charitable purposes only.

(5) I was told that my donation would be used for *HELPING LOCAL VIETNAM VETS*
(please state specific purpose, if any)

Yes **No** (6) I knew that 80% or more of my donation would be used for professional fund raising expenses and that only 20% or less would go to Viet Now.

Yes **No** (7) I would have given even if I knew that 80% or more of my contribution was to be used for professional fund raising expenses.

Yes **No** (8) I still have the materials sent to me.

Yes No (9) I have the cancelled check (if payment was by check).

Yes No (10) My donation was picked up by someone on behalf of the solicitor.

Circle (a), (b) **(c)** or (d) (11) (a) I was not given a receipt. (b) I was given a receipt before I made the donation. **(c)** I was given a receipt at the time I made the donation. (d) I was given a receipt after I made the donation.

OTHER COMMENTS: *ATTACHED ARE PAPERS GIVEN TO ME WHEN MY DONATION WAS PICKED UP.*

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Signature: */s/ Peggy A. Berent* Date: *9-6-96*
Daytime Phone # *630-969-9020*